THE PITTSBURGH GAZETTE.

VOL. 47. FRIDAY MORNING, MARCH 23, 1832. NO. 54.

PUBLISHED BY NEVILLE B. CRAIG,
Near the S. W. Corner of the Diamond.

The Gazette is published semi-weekly, (every Tuesday and Friday,) at $4 per annum, payable half yearly in advance. ☞It is also published weekly, (on Friday,) at $2 per annum, paid in advance, or $3 if not paid until the end of the year.

REES R. JONES,

TOBACCO, SNUFF, AND SEGAR

MANUFACTURER.

NO. 33 Hand street, Pittsburgh, offers for sale, on the most liberal terms—

Scotch and Rappee Snuff;
Box Tobacco, 2 and 8 lumps to the pound;
Ladies' Twist do 8 and 9 rolls do
Spun Plug do 2, 3, 5, and 6 rolls do
Virginia Twist do 5, 8, and 13 twists do
Cavendish do 1 do do
Spanish and half Spanish Cigars;
Melee and American do

☞All the above articles are warranted to be of the first quality. February 17, 1832.—tf

PATENT PLANING MACHINE.—The right to use this valuable machine, invented and patented by William Woodworth, and known as Woodworth's Patent Planing Machine, may be obtained on application to the subscriber for the counties of Allegheny, Butler, Beaver, Washington, Green, Fayette, Somerset, Cambria, Indiana, Jefferson, Clearfield, M'Kean, Warren, Venango, Mercer, Crawford, and Erie, in the State of Pennsylvania. That part of Maryland lying west of the Blue Ridge; all that part of Virginia lying west of the Blue Ridge, except the county of Ohio. The whole of the state of Ohio except the counties of Hamilton, Butler, and Montgomery. The whole of the state of Kentucky, except the counties of Jefferson, Boone, Oldham, Gallatin, and Campbell. The whole of Indiana, except the counties of Floyd, Clark, Jefferson, Dearborn, and Switzerland. The whole of the state of Illinois, and the territory of Michigan. Rights to use the machine in that part of the United States, named above, will be sold by the single county or in larger districts. As it is presumed that no one will purchase without seeing the machine at work, a description of it is deemed unnecessary. Should any person, however, wish to purchase, and find it inconvenient to visit the places where it is in operation, a machine will be furnished, warranted to plane, tongue and groove, and bring to an exact width and thickness, a white pine board of 12 feet long, and of any width from 1 to 14 inches, in one minute and ten seconds, or an oak board of the same dimensions in 2 minutes and 10 seconds. Machines may be seen at work in the cities of New Orleans, Washington, Philadelphia, New York, Boston, and others at the south and east, at Wheeling, Virginia, and at the saw mill of Messrs. Irwin & Herron, in this city.

Persons desiring to purchase will have the certificates of scientific and practical men who have seen it at work, in the different places in which it has been put up, forwarded to them. They give their opinion as to the great value of the invention, state the time they have seen boards dressed by this machine, and describe the quality of the work as compared with that performed by hand labor.

LEONARD CHESTER,
Acting for the Proprietor.
Pittsburgh Hotel, April 19, 1831.

TARIFF FOUNDRY,

AND

STEAM ENGINE MANUFACTORY,

Fronting on First and Water streets, immediately below the Monongahela Bridge.

THE SUBSCRIBERS respectfully inform their friends and the public that they have added to their Steam Engine Manufactory AN AIR FOUNDRY, and are now ready to execute all kinds of Castings, with promptness and in the best manner. Grateful for past favors in the Steam Engine business, they respectfully solicit a continuance of them, and pledge the public that no efforts shall be wanting to give satisfaction.

J. F. & E. GREER.

June 28—1y

Valuable Property for Sale.

THE Bank of Pittsburgh offers for sale, the following valuable property in this city viz:—ALL that piece of ground, situated on the north side of Diamond Alley, between Wood and Smithfield Streets, containing in front on Diamond Alley fifteen feet, and extending back half way to Fifth Street, on which is erected a two story brick dwelling house, with back buildings, now occupied by Copernicus Walters.

Also, That piece of ground, situated on Third street, between Wood street and Hay Scale Alley, containing in front upon Third street about twenty feet, and extending back along said alley about eighty-five feet; on which are erected one two story brick dwelling and back buildings.

Also, All that tract of Land, situated on Turtle Creek, commonly called "Dirty Camp."

For terms apply to the CASHIER
January 22, 1830.—tf

WESTERN RESERVE CHEESE.

150 CASKS, in prime order, just rec'd and for sale by
Nov 4 ESTEP & QUINBY.

Receiving & Forwarding House,

NEW ORLEANS.

THE SUBSCRIBER begs leave to inform his friends and the public, that he has established himself in NEW ORLEANS, for the purpose of attending exclusively to the Receiving and Forwarding of Merchandise; and feels confident, from his experience in business, and determination of adopting well regulated and moderate charges, of giving satisfaction to those who may entrust their business to his care. WM. BUCHANAN.

Refer to Messrs. Allen & Grant, Riddle, Forsyth & Co., or M'Kee, Clarke & Co. Pittsburgh.
October 26, 1830—tf.

FOR RENT,

THE EAGLE STEAM MILL, for manufacturing Flour.

ALSO,

THE FOUNDRY now occupied by Messrs. Kingsland, Lightner & Co., situate on the Monongahela river and Suke's run. Possession to be had on the 1st of April next.

Apply at the Office of the Bank of the United States. January 11.—tf

THE subscriber wishes to rent the large Three Story Brick Dwelling House and Shop, where he now resides, situated in Liberty, between Market and Wood streets.

March 18.—tf. FELIX BRUNOT.

J. C. BUCKLES,
Commission Merchant,

LOUISVILLE, KY.

IS prepared to Receive, Sell, and Forward every description of GOODS.
December 21, 1827—tf.

FOR SALE,

300 REAMS of good Straw Wrapping Paper. GEO. A. COOK.
Sept 20 No. 68 Wood street, Pittsburgh

50 BOXES EASTERN CUT TACKS, received on consignment, and for sale at manufacturers' prices, by
COCHRAN & IRWIN.
June 17 Nos. 108 and 110 Second street.

FOR SALE.

A NUMBER of valuable BUILDING LOTS in the vicinity of this city, part of the estate of Dr. George Stevenson, late of Wilmington, (Del.) deceased. For terms apply to the subscribers.

W. M'KNIGHT,
HARMAR DENNY,
J. SNYDER.
Pittsburgh, Nov. 3, 1829—tf *Executors.*

RIFLE BARRELS.

BAYERS'S Superior Rifle Barrels constantly kept for sale by
S. P. DARLINGTON & Co.
Oct. 21, 1831.—6m

ALLEGHENY LOTS.

FOR SALE, a number of LOTS, fronting on the Broad Common in the rear of the town of Allegheny. These Lots afford the most desirable seats for country residences of any now offered for sale. The terms will be extremely favorable. A credit of from one to five years will be given to purchasers. A plan of the Lots is left at the office of Discount and Deposit and at the bank of Pittsburgh, for the inspection of purchasers.

W. Robinson, Jr.
Aug. 25, 1826.—tf *Allegheny Town*

BANK OF GEAUGA AT PAINESVILLE.—The Notes of this Institution are received at this office, at 2 per cent. discount.

GEORGE A. COOK,
Lottery and Exchange Broker, Number 68 Wood street, Pittsburgh.
January 17.

TO IRON FOUNDERS.

TO BE LET, The Iron Foundry, situated on Water street near Grant, lately occupied by Sours & Kingsland. On the premises are a Double Stack and Furnace, Core Oven, Crane, &c. in good order. Apply to

BAKEWELL, PAGE & BAKEWELLS.

☞N. B.—Immediate possession can be given.
February 18—tf

FOR SALE,

A VERY ELIGIBLE PIECE OF GROUND upon Market street, in the city of Pittsburgh, between Second and Third streets, now occupied by H. Ward, containing, in Front, on Market street, thirty-two, and extending back sixty feet.—For terms, inquire of JOHN HORNER.
Feb. 28, 1832.—tf

NEW BOARDING HOUSE.—James Reynolds, from Geneva in the state of New York, has opened a BOARDING HOUSE, in the commodious and pleasant brick building, at the corner of Ferry and Fourth streets, where a few genteel Boarders will be accommodated.
July 1—tf

TO THE PUBLIC.

WE wish to caution our friends against an imposition too successfully practised on them, with spurious Nails stamped "JUNIATA."—This caution is deemed necessary from the fact that Nails have been manufactured from inferior Iron, and receive this brand.

An attempt of this kind is calculated to bring into disrepute the JUNIATA IRON which has been long known to our western friends as an article of the very best quality. We would advise, therefore, in order to defeat this imposition, that the purchaser be governed in his selection by the *names* of the *manufacturers*, which will be found marked on the end of each keg of nails, and stamped on each bar of iron.

The undersigned manufacture their iron *from the Ore*, and will stand accountable for the quality of the *Iron* and *Nails* marked with their stamp.

P. SHOENBERGER & SON.
LYON, SHORB & Co.,
H. S. SPANG & SON.

☞ The Wheeling Gazette, Cincinnati Gazette, and Louisville Focus, will publish the above for three months, and send their accounts to this office. September 27.—t

48 HOGSHEADS OF TOBACCO. Just received by M. ATWOOD.
Feb. 7. Corner Wood and Front street.

F. A. BEMIS & CO.

NO. 24 WATER STREET,

BUILD TO ORDER, Steam Engines, Boilers, Governors, Turning Lathes, Fire Engines, Shearing Machines, Blades, and Machinery, generally. Turning, of every description, done at a short notice

Pittsburgh, January 24—tf

To Baltimore and Philadelphia

TRAVELLERS.

THE LINE OF STAGES between Chambersburgh and Baltimore, on the Somerset and Mountpleasant route, has been doubled, and now runs DAILY, (Mondays excepted,) leaving Chambersburgh *at day-light* in the morning, and arriving in Baltimore, early the same evening.

Passengers reach Philadelphia, in this way, the second afternoon, from Chambersburgh, without the loss of any rest; taking the splendid STEAM BOAT LINES, which set out at 6 o'clock in the morning. [via CHESAPEAKE AND DELAWARE CANAL, a work well worth the trip to see.]

REESIDE, Owner.

In all cases where the passengers desire to reach Baltimore in time for the 5 o'clock steam-boat to Philadelphia, they can do so by leaving Chambersburgh at one o'clock in the morning, or immediately after the arrival of the Western Mail Stage. In this way, they arrive in Philadelphia, by eight o'clock the *second morning*, from Chambersburgh.

☞ When a load offers, the stage will run on Mondays. April 23, 1830.—tf.

Storage, Forwarding, and Commission
WAREHOUSE.

THE SUBSCRIBERS respectfully inform Merchants, Iron-masters, Salt Manufacturers, and the public in general, that they have commenced the above business, in the new and extensive brick house two doors below the bridge, where they will Receive and Forward GOODS, IRON, SALT, &c. destined for the West by the Pennsylvania Canal, and for the East, by the Northern Turnpike. By strict attention to business, they hope to merit and receive a share of public favors. Charges for Forwarding and Commission will be moderate.

JAMES SPEER,
MARK GRAHAM.
Blairsville, Oct. 27—tf.

DAVY'S CONSOLATIONS.

JUST published, and for sale, by Hogan & Co. Corner of Front and Market streets, CONSOLATIONS IN TRAVEL: or the Last Day's of a Philosopher; by Sir *Humphrey Davy*, Bart. late President of the Royal Society. With a sketch of the Author's Life, and Notes, by Jacob Green, M. D. Professor of Chemistry in Jefferson Medical College. Sept. 21.—tf.

COPARTNERSHIP.—David W. Miller, (of the late firm of Miller & Clarke,) William Baird and Thomas Baldwin, of Pittsburgh, have this day associated themselves, for the purpose of transacting a *General Agency and Commission Business*, in this place, under the firm of BAIRD, MILLER & BALDWIN, and have rented one of the large brick warehouses on Water, between Wall and Fifth cross streets, where they are prepared to attend to any consignments, and business in general, which may be entrusted to their care and management. Louisville, Nov 1, 1831.

☞Refer to *Allen & Grant*, Pittsburgh, *C. Macallister, Jr. & Co.*, Cincinnati, *A. G. Jaudon & Co.*, or *Macalester & Yorke*, Philadelphia, *Whitall, Jaudon & Co.*, or *Yorke, Macalester & Co.*, New Orleans. Nov 4—tf

Machine Card Factory.

GEORGE FABER & SONS respectfully inform the public that they have in operation, at their factory, No. 116 Wood street, a number of Sticking Machines, which enable them to supply, with promptitude, to any extent, orders for Cards of every description—Cotton and Woollen Manufacturers, and Carding Machine builders, will be accommodated on reasonable terms, with a very superior quality, equal to any manufactured in the United States.

The Public are most respectfully referred to the following certificates.

Gentlemen—We are in receipt of your letter of 18th inst., and in reply, have to say that all the Cards purchased by us from your concern, has upon trial, proved to be good; we incline to the opinion that they are superior to any we have bought east of the mountains. Very respectfully,

MOORES & WILSON.
Point Cotton Factory, Wheeling, Va.
To Messrs. G. Faber & Sons, Pittsburgh.
Nov. 21, 1831.

We have had in use, for some time, the Machine Cards manufactured by Messrs. George Faber & Sons, of Pittsburgh, and have no hesitation in pronouncing them equal to any Cards heretofore made use of in our establishment.

JAMES ARTHURS & BROTHERS.

The undersigned have been using, for the last six months, Cards manufactured by G. Faber & Sons, of Pittsburgh, and unhesitatingly say, they are the best they ever worked: they recommend manufacturers to give them a trial for themselves, and believe they will not be disappointed in their quality.

THORNILEY & TOWNSEND.
Fallston, Nov. 22, 1831.

The Card Clothing manufactured by Messrs. George Faber & Sons, which we have in use in our establishment, (the Hope Cotton Factory,) has given the greatest satisfaction, and we feel justifiable in recommending them to others.

SHOENBERGER, WRENSHALL & Co.

The Machine Cards, manufactured by Messrs. George Faber & Sons, Pittsburgh, some of which are in use in the manufactories at Economy, Beaver county, Pa., have given entire satisfaction, and therefore have no hesitation in recommending them to the patronage of the manufacturers generally. Yours, respectfully,

FREDERICK RAPP.
December 30—tf

TILT HAMMERED SPADES & SHOVELS.

BARTRAM'S Hammered Spades and Shovels, warranted of a superior quality. Also, Bartram's Prime Axes, Mattocks, Canal Picks, Hoes, Trace Chains, Log Chains, &c. For sale by S. P. DARLINGTON & Co.
Corner of Fourth and Wood streets.
March 22, 1831.—tf

CITY AUCTION ROOM,

NO. 41 WOOD STREET,

Opposite the Pittsburgh Hotel.

P. M'KENNA, *Auctioneer*, respectfully informs his friends and the public, that he is now prepared, at the above establishment, to discharge the duties of his office, and hopes, by strict attention to business, to merit a share of public patronage. ☞Regular days of Public Sales, every MONDAY and THURSDAY, at 10, A. M. and 2, P. M.; and Evening Sales on TUESDAY and FRIDAY of each week.
Pittsburgh, November 5, 1830—tf.

Caps! Caps!!

AT WHOLESALE AND RETAIL.

S. J. SYLVESTER respectfully informs the merchants and inhabitants of Pittsburgh, that he has opened a store in the Exchange buildings, St. Clair street, where he intends keeping a large and complete assortment of CAPS, suitable for each season. The business will be superintended by N. SYLVESTER, who has given his attention to the manufacturing of the article for several years, and will endeavor, by assiduity and industry, to satisfy those who may favor him with their custom.

☞ *Country Storekeepers* are hereby notified, that Fur Skins will be bought or taken in barter for Caps or the highest price will be paid in cash for Otter, Wild Cat, Rackoon, or Muskrat next door to the Exchange, Pittsburgh.

S. J. S. is aware that it is yet too early for the sale of winter Caps: he however gives this notice, that those who are in the practice of purchasing in the eastern cities may be aware that the article *will be* kept in every variety—a considerable quantity are daily expected. Aug. 2

BAYARDSTOWN STEEL WORKS

PITTSBURGH, PA.

THE public are respectfully informed that these works, under the late firm of S. Broadmeadow & Co. are now continued in operation by S. Broadmeadow, to whom all orders are requested to be directed.

S. Broadmeadow, having had much experience in England, in the manufacturing of this article, has succeeded in making from the American Iron, in Pittsburgh, Steel of equal quality to that imported, to the entire satisfaction of those friends who have favored him with their orders.

Part of the steel made by him has the brand of P. Shoenberger, and subsequently of P. Shoenberger & Son: but as these gentlemen are about to commence the same business, the iron manufacturer's name will in future be discontinued, and the steel manufacturer's name labled on the bar.

It is considered quite unnecessary at this date, to say any thing more than to observe that three years' experience has fixed its value, and thirteen of the most respectable scientific mechanics of this city have testified to this, through the medium of the public papers, two years ago. Nov 25

PORCELAIN TEETH.

DR. E. MERRITT—DENTIST,
Fourth Street, between Wood and Market,
PITTSBURGH.
March 4, 1831.—tf

THOMAS L. SHIELDS,

ATTORNEY AT LAW:

OFFICE at the South West corner of Market street and the Diamond—entrance, No. 1 in the Diamond. Dec. 20, 1831.—

J. BAXTER & CO.

FROM NEW YORK,

WOULD inform the inhabitants of Pittsburgh and the public generally, that they have taken Store, No. 136 Liberty Street, near Saint Clair Street, Pittsburgh, where they offer, *fresh from the New York Market*, a general assortment of European, India, and American DRY GOODS, at *Wholesale and Retail*—among which, are English, French, and American Prints, Ginghams, and Muslins; Eng. and Amer. Flannels; Eng., French, and German Merinos; Merino Circassians; Superfine, and extra-superfine Broadcloths, Cassimeres, and Queens Cloths; Rose Blankets; French and India Satins; French Ærophane, and Italian Crapes, assorted colors; Colored Florences and Sarsenets; Plain Black, Blue Black, Changeable, Figured, and Mode colored Gros de Swiss, Gros de Naples, and Gros de Berlin Silks; Black and Blue Black Marcelins, and Italian Lustrings; Fine Black Satin Levantines; Black and Blue Black Satin Turc; Black Silk Velvets; Tabby do. assorted colours; Satin, Taffeta and Gauze Ribbons assorted; Fine Satin do. high colored, for trimming Winter Hats; Plain and open work, Black, White and Random, Silk, Cotton and Worsted Hose and Half Hose; Ladies' and Gentlemen's Black, White and assorted dress Gloves, of finest quality; Tamboured and Floss wrought Capes, Collars, Pelirines, Chimisets and Spencers; Plain and Twilled Silk pocket Hdkfs.; Extra fine Paungee do. fancy colors; Plain and Printed muslin Cravats; Plain Black and Plaid Italian do. Heavy Black India do.; Ladies' Poplin Crape, Figured Silk, Algerine and Prussian fancy dress Hdkfs.; Embossed Silk Velvet Reticules, a new and elegant article; Corded Muslin Skirts; Cashmere, Merino, Raw Silk, Twilled Cotton and other Shawls, in variety; Extra Fine Thibet Wool and Crape, do. printed; Silk and Gingham Umbrellas; Fine Linen, Linen Cambric, and Pocket Hdkfs.; 4-4, 5-4 and 6-4 Bobbinets, very fine; Bobbinet footing; Cotton and Linen Floss; Thread Laces, Edgings and Insertings; Fine wrought Cambric Muslin Insertings; Fine Jaconet, Mull, and Book Muslins and Bishops Lawn; Figured Swiss Muslins; Black, White and Green Gause Veils, very large and rich; Misses' Green Barage do. for winter; Fine Italian Crape Mourning Veils, extra size and deep borders; Mixed Silk Camblets for Ladies' Cloaks, Pelisses and Riding Habits; Fine-Goat hair Camblets; Scarlet and Blue Damask Breakfast and Tea Cloths; do. do. Plaid do.—Also, an assortment of ready made clothing, such as Pantaloons, Roundabouts, Pea Coats, Flushing Jackets, Hunting Coats, Sattinet and Cloth Coats; Valencia and Velvet Vests; Figured Silk do; Silk Moreen do. a new and elegant article; Extra-superfine Cloth Pantaloons, and Dress Coats, made in New York, in the newest style;—A good assortment of Ladies' Prunell and Morocco Slips, Shoes, Boots, and Gaiter Boots; Misses' and Infants' Prunell and Morocco slips; and a few New York manufactured Hats, of a very superior style and quality.

All of the above goods will be offered at such prices as shall be advantageous to purchasers.—Traders and others from the country will do well to "come and see." J. B. & Co. will esteem it a favor if the Ladies and Gentlemen of the city and vicinity will call and examine quality and prices, whether they wish to purchase or not. A portion of public patronage is respectfully solicited.
Pittsburgh, Nov. 1831.—tf.

TICKINGS AND CALICOES.—Six bales Ashton and Delaware Tickings—Seven cases Calicoes, Blue and Fancy colours: Just received from Eastern manufactories, and for sale by
MOSES ATWOOD,
Nov. 4—tf Corner of Wood and Front Streets

Bakewell, Page, & Bakewells,

FLINT GLASS MANUFACTURERS,

Have for sale, an assortment of

Astral or Sinumbral LAMPS,

ON PEDESTALS AND FOR SUSPENSION.

ALSO,

Tuscan, Vase, Mantel & Chamber Lamps,

WHICH, in addition to their usual stock of *PLAIN AND CUT FLINT GLASS*, Patent Moulded, Plain and Cut *Bureau Mountings, &c. &c.* will be disposed of on the lowest terms. Pittsburgh, Nov. 23—tf.

BRUSSELS, Ingrain, Venitian and Domestic Carpeting;
Floor and Table Oil Cloths;
Scarlet, Green, and Drab Floor-cloth Baizes;
Splendid Piano, Table, and Stand Covers;
Hearth Rugs of every quality;
India and Dressed Door Matts;
Rug Fringes, Carpet Bindings.
Together with a general assortment of Venitian Blinds.

ADAMS M'FADDEN,

Having taken the extensive warehouse, formerly occupied by the Pittsburgh Manufacturing Association, No. 26 Wood street, and next door below the Drug store of Messrs. Charles Avery & Co., is now opening the most splendid assortment of Goods in the above line that has ever been seen in this city, and to which the attention of Ladies and Gentlemen is most respectfully invited.

In addition to the above, while in Philadelphia, he engaged the services of an experienced Upholsterer, who will shortly be forthcoming, and ready to attend every call in his line, and perform his work in eastern city style.

As arrangements have been made with several of the most extensive importing houses to the eastward, a regular, general, and superb assortment of every article in the above line will be constantly kept up, and offered at fair prices, for cash, acceptances, or the usual credit. And as the above named intends to devote his whole personal attention to the concerns of this establishment, he will be thankful for the influence and patronage of his many friends. Pittsburgh, Feb. 17, 1832.

BENJAMIN DARLINGTON,

NO. 49 MARKET STREET,

HAS just received and is now opening a very general assortment of *Hardware, Cuttery, and Saddlery*—all which is offered low Wholesale or Retail.

LOTS.

Also, a number of valuable Building Lots for sale. For terms, apply as above.
February 7, 1832.—tf.

DOMESTIC GOODS.

GEORGE CAREY,

CORNER *of Baltimore and Charles streets*, Baltimore, has for sale a General Assortment of DOMESTIC GOODS, consisting in part of *Waltham, Appleton, Lowell, Hamilton, Nashua, Exeter, Avery, and Pittsfield Manufactures*, which will be sold on favorable terms, by the Package or Piece.
February 7, 1832.—2w3m

NOTICE.

THE CO-PARTNERSHIP heretofore existing under the firm of *Towne & Gazzam*, is this day dissolved by mutual consent; those indebted are requested to make payment to A. H. Gazzam, who is authorised to settle the business of the firm, and those having claims will present the same to him for adjustment and payment.

JOHN TOWNE.
Mobile, May 15, 1831. [June 3—tf.]

BOARDING HOUSE.

SIX or eight genteel Young Men can be accommodated with Boarding and Lodging, by the subscriber, at No. 110, Market street.

GILBERT M'KOWN.
Pittsburgh, Feb. 28—4w.

VALUABLE PROPERTY FOR LEASE.

THE Subscribers are Agents for the Lease of Two Lots of Ground, fronting on Penn street 120 feet, and extending along side of the canal to the Allegheny river, say 500 feet, except a small part where the Toll House is erected—said ground being part of that valuable estate of the late James S. Stevenson, Esq.

REV. DAVID ELLIOT.
Washington, Pa.
ALEXANDER LAUGHLIN.

☞Any person wishing to rent a part, or the whole of said lots, will please apply to Alexander Laughlin, No. 194 Liberty street, Pittsburgh.
Feb. 28, 1832.—tf

Valuable Property
FOR SALE.

THE subscribers, executors of the late James Stokes, offer for sale the following valuable properties, viz:

Lot No. 54, in city plan of Pittsburgh, now in the tenure of James Speer, corner of Penn and Hand streets, 60 feet on Penn and 410 on Hand street, to the Allegheny river.

Lot No. 23, in plan of Allegheny town, 60 feet front on the commons, and 240 feet deep, to Water alley.

Out Lot, No. 44, Allegheny town, containing 7 acres 67 perches, fronting the river and canal.

Five tracts of Land, situate on Pine creek, containing each 212¼ acres.

Two tracts of Land, on Squaw run, containing each 225 acres 135 perches.

One tract of Land, adjoining the above, on Squaw run, containing 271 acres 71 perches.

There are improvements on most of the above Lands.—For further particulars and terms, apply at the Exchange Hotel.

C. M. STOKES,
W. H. STOKES, *Ex'rs.*
C. P. WAYNE,
Pittsburgh, March 2—tf.

NOTICE.

THE public will please to take notice that the partnership heretofore existing between William B. Barnett and James S. Barnett, is this day dissolved, not by mutual consent, but by the power that one of the partners holds in his hands.
Pittsburgh, 5th day of March, 1832.

All persons are hereby forbid trusting either of the partners on the responsibility of the other.

JAMES S. BARNETT.
March 9, 1832.

JOHN DALZELL & JOSIAH KING

Being associated in the Grocery and Commision Business, under the firm of

JOHN DALZELL & CO.

AT NUMBER 170, corner of Liberty and Irwin streets, Pittsburgh, invite the influence and patronage of their respective friends and the public to their present large and various stock, consisting in part of

80 Packages Fresh Imperial, G. P. Y. H. and Souchong Teas;
150 Bags Rio and Java Coffee;
25 do. Pepper and Alspice;
8 Hhds. Lump and Loaf Sugar;
10 Boxes Havanna do.;
50 Casks Salt Petre;
100 Kegs Rock and Rifle Powder;
4,000 Lbs. Spanish Sole Leather;
20,000 do. Bacon, Pittsburgh cured;

Which, with the minor articles of Groceries—Iron, Nails, Soap, Candles, Tobacco, and all other Pittsburgh manufactured goods—render the whole well deserving the attention of Merchants and others visiting this market for supplies.

Their Store and Ware Rooms, being commodious and eligibly situated for the purpose, they will always give prompt attention to the *Storage, Transit, or Sale on Commission*, at moderate charges, of any Merchandise or Produce entrusted to their care.

ALSO,

Just Landing, and for Sale, as above,

500 barrels and half barrels No. 2 Mackerel;
150 barrels Tanners' Oil;
10 hogsheads Sperm. Oil;
12 do. Cod Fish;
60 do. New Orleans Sugar;
75 casks New Orleans Molasses;
200M Kentucky Segars.

Flour and Whiskey always bought and sold. Also, on hand, a large stock of every description of foreign WINES & SPIRITS, warranted pure: in original casks, or put up to order.
March 6, 1832.—tf

☞The Western Courier, Ohio: Blairsville Record, and Ebinsburgh Sky, Pa., will insert the above to amount of 2$ each, and charge this office

TO LUMBER MERCHANTS.

A PART of the premises of the late James S. Stevenson will be leased for a term of years. The situation for a Lumber Yard is a most advantageous one; the greater part of the ground is immediately adjoining the Allegheny river, with a landing on Wayne street, which gives to the premises the decided advantage over any other yard. For further particulars, inquire of

GEORGE OGDEN,
Corner of Wood and Second streets.
January 24, 1832.—tf

DENTISTRY.

DOCTOR WARE very respectfully informs the Ladies and Gentlemen of Pittsburgh, that he has taken an office, No. 12 Fifth street, where he holds himself in readiness, from 9 o'clock, A. M., until 6 P. M., to perform all operations connected with Scientific Surgical Dentistry.

Doct. W. politely solicits a share of public patronage. All work done to the entire satisfaction of the patient, or no charges made. The worst cases of diseased gums cured; loose teeth, in adults made firm, where they have become so from an unhealthy state of the gums.

N. B.—For sale, a superior Dentrifice, warranted to prevent tartar collecting on the teeth, and a preserver of the gums from disease, at No. 12 Fifth street. ☞ If required, Ladies will be waited on at their residence.
Pittsburgh, March 2.—3mo.

NOTICE.

ALL persons indebted to the estate of James Sample, Esq., late of Ross township, deceased, are requested to make payment to the subscribers, and all creditors are requested to present their claims to the subscribers.

FOR SALE,

A TRACT OF LAND, situated on the Allegheny river and Pennsylvania canal, three miles above Pittsburgh, containing two hundred acres, one hundred of which are cleared and in good order, on which are a good barn and orchard.

The Docket of the deceased is placed in the hands of Thomas Sample, Esq. of Allegheny.

THOMAS SAMPLE, } *Ex'rs.*
WILLIAM SAMPLE, }
Feb. 28, 1832.—tf

HANNA & POINDEXTER

HAVE just received, per Steamer Scotland, and offer for sale, on accommodating terms, at their store, No. 7 Market street,

150 bbls. No. 2 MACKEREL; } War'nt'd best
20 ' No. 1 do } brands & Bost.
32 ½ ' No. 1 and 2 do } Insp. of 1831.
1000 lbs. Choice Bag Cod-fish;
320 gallons Whale Oil;
30 barrels Best Tanners' Oil, brown;
3 ' Spirits Turpentine, &c. &c.

ALSO, ON HAND,

120 bags Prime Green COFFEE;
30000 Mele, half Spanish, and Spanish Cigars;
40 kegs Fine Ky. & Pittsb'g Man. TOBACCO;
10 barrels CLOVER SEED;
Molasses, Sugar, Bacon, Cheese, &c. &c. &c.

A large stock of Hartupee's, Waters', and Bartram's Shovels, Spades, Axes, and Hoes.

Cast, Crowly, Shear, and Blister Steels; Iron, Nails, &c.—In short, all kinds of Groceries and Pittsburgh Manufactured Articles, on best possible terms. Pittsburgh, March 9, 1832.—3w

☞NOTICE TO CONTRACTORS!!

PROPOSALS, in writing, will be received by the subscribers, at the bar of N. Griffith, Esq., Wood street, Pittsburgh, and at Brownsville, until the 10th of April next, for the freighting of the timber for the Monongahela Bridge, at Brownsville, for which the cash will be paid on delivery. The whole to be delivered within six weeks from that date. Those who propose will state the gross sum for the delivery of the whole quantity. The timber to be of white pine; the number of pieces, and their dimensions, will be shown to persons desirous of proposing, at the abovementioned places.

WILLIAM LE BARON,
A. S. DEARMOND.
March 6.—11t

PLAIN, CUT, AND PRESSED

GLASS WARE,
PLATED CASTERS, &c.

BAKEWELL, PAGE & BAKEWELLS inform their friends and the public, that in addition to their usual extensive assortment of Plain and Cut Glass, they have a variety of new articles of Pressed Glass, of every description, and have just imported, direct from the manufactories, some of the newest and most fashionable Plated Caster Frames; all of which are for sale upon the lowest terms.

BAKEWELL, PAGE & BAKEWELLS.
February 28—2mo.

Western Agency.

MERCHANTS and others, living at a distance, have so often, of late years, forwarded to us (at Terrehaute, Indiana,) notes and accounts for collection, that we find it necessary either to decline attending to them altogether, or to establish an "agency" for that purpose. We have determined on the latter course, and will hereafter receive and attend to all business of this kind, as agents.

Where a legal course, or legal advice is necessary, it shall be employed, and for this purpose, we design opening correspondence with lawyers of standing throughout the Western states.

We have been, for twelve years past, and still are Merchants. Our charge shall never exceed those of respectable lawyers, and our attention; be at least as prompt as it has been when no reward was pending. W. C. & D. LINTON

Terrehaute, Indiana.

REFER TO

Messrs. RIDDLE, FORSYTH, & Co., Pittsburgh, Pa.
" O. H. WELLS & Co., Cincinnati, O.
" CHAMBERS & GARVIN, Louisville, Ky.
March 9, 1832.—3w.

SHEETINGS.

THE Phœnix Cotton Factory have now in full operation 75 looms, and are well supplied with sheetings of a *superior quality* to any they have made for years past.

☞Their determination is, fairly to meet eastern prices. ADAMS, ALLEN & Co.
March 13, 1832.—3t

REMOVAL.

RIDDLE, FORSYTH & CO. have removed to their New Warehouse, one door west of Market, on Water street—second building below their old stand. March 9.

J. SHIDLE, Manufacturer of Paper Hangings, has removed to St. Clair street, near the Allegheny Bridge. March 9—tf.

D. & J. KING

Are now opening, at No. 92 Market street,

A FRESH assortment of FANCY and STAPLE DRY GOODS: among which are Ingrain and Venitian Carpeting, and Hearth Rugs; *Leghorn Hats and Bonnets; English and Fancy Dunstables; Ladies and Misses' Gimp Bonnets, and Traveling Baskets.*

Also, a variety of BLUE, BLACK, DRAKE-NECK, ADELAIDE, and other *BROAD CLOTHS. Summer Cloths; Merino* and other *Cassimeres*, suited for the present and approaching season, which they offer to sell, Wholesale or Retail, on the *most reasonable terms.* Pittsburgh, March, 1832.—tf

LIQUORS.

3 PIPES Bordeaux Brandy;
2 do Holland Gin;
30 Quarter Casks Sweet Malaga Wine.
Just received and for sale by
RIDDLE, FORSYTH & Co.
March 9.

BACON.

100,000 LBS. Superior KENTUCKY BACON,
Just received, and for sale by
H. MAC SHANE,
March 2, 1832.—1m *Front Street.*

BARTRAM'S Hammered Spades and Shovels, warranted of a superior quality—also, Bartram's Prime Axes, Mattocks, Canal Picks, Hoes, Trace Chains, Log Chains, &c. For sale by H. MAC SHANE,
March 22, 1831.—tf Front street.

DOMESTIC CLOTH HALL,

No. 72 Wood Street, Pittsburgh.

HAMILTON STEWART,

MANUFACTURER OF

Linen and Cotton Goods,

WHICH he offers for sale at eastern manufacturers' prices, without any addition of carriage, at 3, 4, or 6 months acceptances.

N. B.—Five per cent. discount on all orders exceeding $100. March 19—tf.

COOK'S REGISTER *and Lottery and Exchange Telegraph* is published semi-monthly, at one dollar per annum.

Contents—Bank Note Table of the Rates of Exchange at Pittsburgh: a copious description of the altered and counterfeit Bank Notes that are in circulation in the west; a list of Broken Banks; prices of Gold, Stocks, &c. Subscriptions received at GEORGE A. COOK'S Lottery and Exchange Office, No. 68 Wood street, Pittsburgh.
October 21, 1831.—tf

OPINION

Of the Supreme Court of the United States, delivered by Mr. Justice M'Lean, at January term, 1832.

Joseph Barclay and others, vs. *Richard W. Howell's lessee.* } This suit was brought in the Western District of Pennsylvania, to recover a lot of ground in the City of Pittsburgh, described, in the declaration, as lying between Water street and the river Monongahela. As the District Judge could not sit in the cause, it was certified to the Eastern District, under the act of Congress.

The defendants in the Court below appeared in behalf of the City and defended the action, on the ground, "that the entire slip of land between the north line of Water street, and the river, was dedicated at the time the town was laid out, as a street or right of way to the public.

The lessor of the plaintiff exhibited legal conveyances for the lot in controversy. At the trial, various exceptions were taken to the ruling of the Court, in the rejection of evidence offered by the defendants, and also to the charge of the Court to the jury. These exceptions are brought before this Court, for consideration, by a writ of error.

The first assignment of error is, in substance, that the verdict being general, is void for want of certainty. That the finding of the jury, did not settle the matter in controversy; and, by consequence did not authorize the judgment. This must be considered as an exception to the sufficiency of the declaration, as any other matter embraced by it, might have been considered, on a motion for a new trial, but cannot now be noticed. The description of the lot in the declaration is general, as lying between Water street and the river; but no doubt is entertained, that this is a sufficient description. Formerly, it was necessary to describe the premises, for which an action of ejectment was brought, with great accuracy, but far less certainty is requisite in modern practice. All the authorities say, that a general description is good.—The lessor of the plaintiff, on a lease for a specific number of acres, may recover any quantity of less amount.

The rejection of the evidence contained in the depositions of Samuel Ewalt and John Finley, is the second error assigned.

To understand the force of this exception, it will be necessary to advert to a succinct history of the case.

There was vested in the Penn family, a tract of land consisting of between five and six thousand acres, that included the village of Pittsburgh, which, at that time, consisted of a small number of settlers, very few, if any of whom, had a title to the lands they occupied. This tract was denominated a manor, as was the practice at that time, to call large tracts of land, which had been surveyed within the charter of the original proprietor of Pennsylvania. Being desirous of laying out a town at Pittsburgh, Tench Francis, who acted as the attorney of John Penn, jun., and John Penn, addressed the following letter to George Woods, Esquire.

"*Philadelphia, 22d April,* 1784.

Sir.—By directions of Messrs. Penns, I take the liberty to request you to undertake the laying out the town of Pittsburgh, and dividing all the other parts of the manor into proper lots and farms, and to set a value on each, supposing them clear of any kind of encumbrances, in doing of which, be pleased to make the proper inquiries, and ascertain the previous claims, pretended or real, of the present settlers, and all others set up. The whole of the manor, being intended for immediate sale, I wish you would point out the best method to effect it; and if agreeable to you, to transact this business, inform me on what terms you will do it.—All expenses, and your charges for making the above survey, I will pay, &c."

In the month of May or June of the same year, Woods laid out the town of Pittsburgh, and also surveyed into out lots and small plantations, the residue of the manor; and made return to his principal of a copy of the town plat, and the other surveys. This return, and the whole proceedings of Woods, were sanctioned by the following letter:

"*Philadelphia, 30th Sept.* 1784.

Dear Sir,—As attorney to John Penn, jr. and John Penn, Esquire, late proprietors of Pennsylvania, I hereby approve of the plan you have made of the town of Pittsburgh, and now confirm the same, together with the division of the out lots, and the other part of the manor of Pittsburgh.

The several appliers, agreeable to your list furnished me, may depend on having deeds for their lots and plantation, whenever they pay the whole of the purchase money, &c.

TENCH FRANCIS.

George Woods, Esq."

The original plat of the town of Pittsburgh, which was made by Woods, was given in evidence to the jury; from which it appears, that the town was laid out into lots, streets, and alleys, from the junction of the Allegheny and Monongahela rivers, extending up the latter to Grant street. With the exception of Water street, which lies along the bank of the Monongahela, all the streets and alleys of the town, were distinctly marked by the surveyor, and their width laid down. Near the junction of the rivers, the space between the southern line of the lots, and the Monongahela river, is narrow, but it widens as the lots extend up the river. It was contended by the defendants in the ejectment, that the above slip of land was dedicated, by the surveyor, when he laid out the town, to the public, as a street, or for other public uses. As the lot for which the ejectment was brought, is situated in the narrow slip of land, the fact of dedication becomes material. From the plan of the town, it does not appear, that any artificial boundary, as the southern limit of Water street, was laid down. The name of the street is given, and its northern boundary; but the space to the south is left open to the river. All the streets leading south, terminate at Water street, and no indication is given in the plat, or in any other part of the return of the surveyor, that Water street did not extend to the river, as it appears to do, by the face of the plat.

The depositions of Ewalt and Finley were offered by the defendants, to prove the declarations of Woods, at the time the survey of the town was made. Ewalt stated, that the survey was about to be commenced at a point, which would have required him to remove his house; and that, at his instance, the place of beginning was changed. On a remonstrance being made, by several persons, who had assembled, that Water street would be too narrow, Mr. Woods observed to the party, "these houses will not remain or stand very long; you will build new houses and dig cellars, and bank out Water street as wide, till it comes to low water mark, if you please." He observed that this street, to low water mark, should be for the use of the citizens and the public forever.

Finley states that Woods declared to the people of the town, that he would not change the old military plan; but that "Water street should be left open to the river's edge, at low water mark, for the use of said town; that they, the citizens, might use the same as landings, build walls, make wharves, or plant trees, at their pleasure." Several objections are made to the competency of this testimony.

It is insisted, that the declarations of Woods, respecting the ground in controversy, did not come within the scope of his authority; and if they did, still, that they ought not to be received in evidence.

Woods had authority to fix upon the plan of the town, and survey it. He had the power to determine the width of the respective streets and alleys, the size and form of the lots, to mark out the public grounds, and to determine on every thing, so far as related to the town, which would add to its beauty, convenience, and value. These were clearly within the scope of his powers, as they are essentially connected with the plan of the town, on which he was authorized to determine at his discretion.

But, it is said that his acts, until sanctioned, were not binding upon his principal; and that as his principal was not present, his sanction, which was subsequently given, cannot be extended, beyond what appears upon the face of the town plat, which was returned by the agent. The sanction, when given, related back to the original transaction, and gave equal effect to it, as if the principal had been present. So far as valuations had been made, the lots occupied by persons who had no titles, and who were to obtain titles, on paying the prices fixed by Woods, it is very clear, that the principal could not be bound, by the act of confirmation, beyond what appeared upon the face of the return. Nor, if the agent had attempted, by any covert means, to give to the citizens of the town, ground, which he did not designate on his return, and which did not tend, directly, to increase the value of the town lots.

But, if the ground dedicated for a street or any other public use, was essentially connected with the town lots, and must have enhanced their value, at the sale, the increased value thus realized, and a long acquiescence, would estop the original owner of the fee, from asserting his claim: though the ground dedicated, had not been so designated on the map.

There is nothing, however, on the plat, which shows any limit to the width of Water street, short of the river, on the south. If a line had been drawn along its southern limit, there would have been great force in the argument, that the ground between such limit and the water, was reserved by the proprietors.—This would have been the legal consequence, from such a survey, unless the contrary had been shown.

It must be admitted, that the declarations of an agent, respecting things done within the scope of his authority, are not evidence to charge his principal, unless they were made at the time the act was done, and formed a part of the transaction.

The declarations referred to, were a part of the res gesta; they were explanatory of the act then being done; and they do not, as was contended, contradict the return, but tend to explain and confirm it.

The southern limit of Water street, was the point of enquiry before the jury. It was a question of boundary, and governed by the same rules of evidence, which are of daily application in such a case. In this view, were not the declarations of the person who fixed the boundary, legal evidence. Not declarations casually made, at a different time from that at which the survey was executed, but at the very time the act was done. The proof of such declarations should have been admitted by the Circuit Court, because, under the circumstances, they formed a part of the transaction.

The declarations of a surveyor which contradict his official return, are clearly not evidence, nor ought they to be received, where he has no power to exercise a discretion, as explanatory of his return, while he is still living, and may be examined as a witness.

The exception taken to the rejection of Coate's deposition is abandoned.

Several exceptions were made to the charge of the Court to the jury.

"In saying that the property in question passed to Wilson, unless the jury should decide, that the whole ground to the river, was not only dedicated as a street, but that it must be capable of being used as such; and that it was used as a highway or street, and that the slip of land, if it was not wholly given to the public, as a street, or so much of it as was not so given, vested in the proprietors as the undisputed owners of it."

As the fee to this property was vested in the Penn family, at the time the town was laid out, it is a clear proposition, that such parts of the land as were not conveyed to the purchasers, or dedicated to the public, remained in the proprietors. But that part of the charge, which instructed the jury that it must appear that the ground to the river, was not only capable of being used, as a street, but had been so used, is conceived to be erroneous.

From the evidence in the cause, it appears that the northern bank of the Monongahela, from its junction with the Allegheny, to the extent of the town plat, is elevated, in many places; it not having yet been improved, so as to admit of an easy approach to the river. Some of the streets leading south have been extended to the river, and some of the squares have been so graduated and paved, as to reduce to an inclined plane, the ground from the northern limit of Water street to the river.

When complaint was made to Woods, that Water street would be too narrow, he observed, that its width might be artificially extended, for the convenience of the citizens, to the river. From this, it appears, that the ground was not then in a condition to be used as a street, and that much labor was required, to place it in that situation. But, if it were dedicated for that purpose, at the time the survey of the town was made, is it essential, that it shall have been used as such within a limited time. This would hardly be pretended as it regards other streets in the town. Suppose Market street, or Wood street leading north and south, had not been improved, by the city of Pittsburgh until this time, could the original proprietors claim it as their property. If the dedication of these streets, to the public, were a matter of doubt, and a jury were about to enquire into the fact, it is admitted, that their not having been improved or used as streets, would be a circumstance which the jury might weigh, against the proof of dedication. But, it would, most clearly, be error, for the Court to instruct the jury, that unless the ground claimed for these streets was in a situation to be used as streets, and had been so used, there could have been no dedication. This appears to have been the purport of the instruction to the jury, in regard to Water street. The words used were, that the jury must be "satisfied, not merely that the open space was used by the inhabitants of Pittsburgh or others, but that it was used as a highway or street; and that in weighing the evidence on this point, they would naturally enquire whether, from the nature of the ground, it was capable of being so used."

From this instruction, the jury were required to find, against the right asserted in behalf of the city, unless the ground referred to, had been used as a street or highway. This substituted the use for the right; and made the latter to depend upon the former. The right, was not necessarily connected with the use, within a limited period, as no such condition appears to have been imposed, at the time it was granted. Whilst the Circuit Court might have called the attention of the jury to the fact, that the ground in controversy never having been used as a street, was a circumstance which they ought to weigh, against the dedication contended for, it was error in them to say, in substance, there could be no right without the use. This withdrew from the jury the main point of enquiry, by substituting another, the existence or non-existence of which, was not inconsistent with the principal fact.

It was not essential for the city to show, that the entire slip of land referred to, had been used as a street, but it was essential to establish, that it had been dedicated as such.

The second objection to the charge is, that the Court instructed "the jury, that no title in the corporation had been shown, to a single foot of ground within the city, and that the acts of ownership, exercised by the corporation, were altogether inconsistent with the right asserted in behalf of the public; and plainly conveying to the jury, the opinion, that the improper or peculiar use made of the ground in question, by the corporation, gave the plaintiff a right to recover."

The inference drawn in the conclusion of this assignment of error, may not be fully sustained by the language of the Court; but they did instruct the jury, that the acts of "ownership exercised by the corporation, in the way which had been stated, were altogether inconsistent with the right asserted in behalf of the public; since, if the whole of this ground, to low water mark, on the river, had been dedicated for a street, it was vested as such in the public, subject to be regulated and preserved by the corporation, and could not legally be treated and used, as private property, by that body."

The Court here refer to certain wharves, which have been constructed by the city along the Monongahela, and on the ground claimed to be Water street. Connected with these wharves, is a graduated pavement, so as to render access to them, from the city, easy; and a tax is imposed on steamboats and other vessels, for the use of them.

If this ground had been dedicated for a particular purpose, and the city authorities had appropriated it, to an entirely different purpose, it might afford ground for the interference of a Court of Chancery, to compel a specific execution of the trust, by restraining the corporation, or by causing the removal of obstructions. But even in such a case, the property dedicated, would not revert to the original owner. The use would still remain in the public, limited only by the conditions imposed in the grant.

It does not appear, however, that the construction of wharves on the river and the pavement of the ground, have in the least degree, obstructed its use as a street. The pavement has undoubtedly promoted the public convenience, and if the whole line of the street were graduated and paved, to the water, as a public way, it would be much more valuable than in its present condition. The wharves cause no obstructions to the use of this ground, as a street; and whether the city authorities have transcended their power in raising a revenue from it, by the improvements which have been made, is a question not necessarily involved in the case.

If that part of this ground, which is connected with the water, has been appropriated to other uses, than as a right of way, they are not inconsistent with such right; but if such had been the case, on that ground, the jury could not have rendered a verdict against the city.

Such cases might have tended to show, that the dedication of this ground, for a street, as contended for, had not been made; but no other or greater effect should have been given to them, had they been fully established, and their inconsistency, with the right asserted, clearly made out.

The third objection taken to the charge is, that the court instructed the jury that "the deeds of Ormsby, and to Craig and Bayard, were inconsistent with a dedication of a space south of the Water street lots, to the river; and, that these deeds conveyed the ground to the river, subject to the easement over a part of it."

The deed of Ormsby to Gregg and Sidney, bears date the fifth day of November, in the year of our Lord one thousand seven hundred and ninety-eight, and was for "a certain lot of ground, situate in the town of Pittsburgh, aforesaid, marked in the plan of said town, number one hundred and eighty-three, bounded by Front street, the river Monongahela, and lots numbered one hundred and eighty-two and one hundred and eighty-four; it being the same lot or piece of ground, which the honorable John Penn, and John Penn, jr., late proprietors of Pennsylvania, by their indenture bearing date the second day of October, one thousand seven hundred and eighty-four, did grant and convey unto the said Ormsby."

The deed to Craig and Bayard, from the Penns, bears date the thirty-first day of December, one thousand seven hundred and eighty-four; and conveyed to the grantees "and their heirs and assigns, thirty-two lots, or pieces of ground, situate in a point formed by the junction of the two rivers Monongahela and Allegheny, in the town of Pittsburgh, marked in the general plan of said town, made by Col. Woods, numbers one &c; which said plan is recorded, or intended to be recorded, in the office for recording of deeds for the county of Westmoreland." The said lots are bounded, northwardly, by the said Allegheny river, eastwardly, by Marbury, or Mulberry street, southwardly, by Penn street, and southwestwardly, by the Monongahela river."

The agreement under which this deed was executed, is dated on the twenty-second day of January, seventeen hundred and eighty-four; which was about six months before the town was surveyed. By this agreement, the Penns sold to Craig and Bayard, "a certain tract of land, in their manor of Pittsburgh, lying and being in a point formed by the junction of the rivers Monongahela and Allegheny, bounded on two sides by the rivers aforesaid," &c.

As this last deed covers ground which had been sold before the town was laid out, it is not perceived how it could be considered, as inconsistent with the dedication contended for. It is true, the deed was not executed until after the town plat was formed; but it was executed by force of a purchase made, prior to the survey of the town; and the purchaser had a right to insist on the boundaries designated in the agreement. If the present contest was limited to the ground embraced in this agreement, and included in the general description of the deed, it might become a serious question, whether the description in the deed of the lots, by their numbers as designated on Woods' plan of the town, would not control that part of the description which refers to the Monongahela river. But if it were admitted, that this deed conveyed the land to the river, it could, under the circumstances, have no other effect, than to restrict the dedication of the ground for a street to the extent of the deed.

The deed from Ormsby, called for the lot by its number, as marked on the plan of the town, and bounded by Front street, the river Monongahela, and lots numbered one hundred and eighty-two, and one hundred and eighty-four. The construction given to these calls was, that the ground to the river was conveyed, subject to the easement over a part of it. And this deed, the jury were instructed, was inconsistent with the dedication of the ground, to the water, as a street.

It is contended on the part of the defendant in error, that the charge given to the jury, on this point, was the legal construction of the deed, and consequently was a matter for the Court to determine.

The right of the Court to decide on the legal effect of written instruments, cannot be controverted; but the question of boundary is always a matter of fact for the determination of the jury. It is the province of a Court to instruct the jury, that they should fix the boundaries of the tract in controversy, by an examination of the whole evidence; and that artificial or natural boundaries called for, control a call for course and distance. But, it would withdraw the facts from the jury, if the Court were to fix the boundaries called for, and then determine on the legal effect of the instrument.

Suppose the controversy had been between the city of Pittsburgh and the persons claiming under Ormsby, who asserted a right to the ground, under his deed, to the river. The city, in such a case, would have contended, before the jury, that taking the calls of the deed together, they would limit the conveyance to the lot designated on the plan of the town; and would not this have been a question for the jury to determine, under the instruction of the Court. An instruction, which should lay down the general principles of law in such a case, and the legal effect that would result from a certain state of facts; but, which should not take from the jury, the right of determining on the limits of the lot, from the calls in the deed. These calls are established by evidence extrinsic of the deed; they are matters of fact, for the investigation of the jury.

In principle, there is no difference between the case under consideration, and questions of boundary which are of daily occurrence. It is as much the province of a jury to determine the limits of a lot in a city or town, as the limits of any tract of land, however large or small. And, if the Court, in a question of boundary may fix the limits of the grant, and then say what the legal effect of it shall be, there is nothing left for the action of the jury.

The deed from Ormsby called for lot designated on the town plat one hundred and eighty-three, bounded by Front street, the river Monongahela, and lots numbered one hundred and eighty-two, and one hundred and eighty-four.

The plat of the town which is referred to, as containing a designation of the boundaries of the lot, fixes these boundaries as satisfactorily as any natural objects could fix them. Front street is called for, which lies parallel with Water street, as the northern boundary of the lot, and the adjoining lots lying east and west of it, are named as the eastern and western boundaries.

From this description, can any one doubt the intention of the grantor, and the understanding of the grantee. Does lot one hundred and eighty-three, as marked on the plan of the town, extend to the river. This will not be pretended; nor that lots one hundred and eighty two, and one hundred and eighty-four, extend to the river. The call for the river then, in the deed in question, is inconsistent with the other calls in the deed. By the town plat, the southern boundary of the lot is limited by Water street, and by a call for this boundary it is as fixed and certain, as the call for the river. The same may be said of the eastern and western boundary of the lot. Shall these calls be all disregarded or controlled, by the single call for the natural boundary.

In a late case, this Court decided, that a call in a patent for a different county, from that in which the land was situated, might be controlled, by other calls in the patent. Such was the charge given to the jury, in the Court below, and it was sustained by this Court.

The Circuit Court, therefore, instead of saying to the jury, that the calls in this deed and the one to Craig and Bayard were inconsistent with the dedication of the ground referred to, should have instructed them, that the different calls ought to be taken together; and that the call for the river, might be controlled by the other calls in the deeds, if the jury should be satisfied, that such call had been inserted through inadvertence or mistake.

The fourth and last exception taken to the charge of the Court is, that they erred in instructing the jury, "that if a street or streets leading to the Monongahela river were necessary to the enjoyment by the inhabitants, of their property, in the town, derived from persons under whom the plaintiff claimed, they are entitled to have them laid off over the land in dispute of right, not of favor; and that the law points out a mode by which this right may be enforced."

This instruction does not involve a point which was material in the case, and though it were erroneous, it might not afford ground for the reversal of the judgment of the Circuit Court. Whether this right existed or not, it is not conceived, how it could have had any influence with the jury.

The Court seem to refer to the law of Pennsylvania, regulating the opening of a public road. But the establishment of a public road, cannot be claimed as a matter of right. An application must be made, in the first instance, by petition, to the Court of Quarter Sessions; a review of the proposed road is directed, and its establishment depends upon the report of the reviewers, and other necessary sanctions. This law, however, it is insisted, could have no operation in the city of Pittsburgh, as streets and alleys are opened and regulated under the corporate authorities, and not the provisions of the road law.

It is not deemed necessary, in deciding the points raised in this case, to notice all the questions discussed by the counsel, in their arguments at the bar.—Whether Water street extended to low or high water mark, can be of no importance in the present controversy. If its southern boundary be limited by high water mark, it is clear that, the proprietors parted with all their right. It is admitted by both parties, that the river Monongahela, being a navigable stream, belongs to the public; and a free use of it may be rightfully claimed by the public, whatever may be the extent of its volume of water. If Water street be bounded by the river on the south, it is only limited by the public right. To contend that between this boundary and the public right, a private and hostile right could exist, would not only be unreasonable, but against law.

Tench Francis, the attorney in fact for the Penn family, and the agent who succeeded him, must be considered, for some purposes, as the principal in these transactions.—His principals were in Europe, and to his discretion and superintendance, they, of necessity, consigned the management of their property in this country. The long acquiescence, therefore, in the plan of the town, as returned by Woods, affords a strong presumption against the right asserted by the plaintiff below, in this action.

The town was laid out in the spring or summer of seventeen hundred and eighty-four; no act was done by the proprietors, showing any claim to the land in controversy, until September, eighteen hundred and fourteen, when the deed to Wilson was executed. Here is a lapse of about thirty years, within which, no right is asserted by the Penn family, hostile to that which was exercised by the city, in the use of this ground, to the extent which its means enabled it to improve, and the public convenience seemed to require. A title which has remained dormant, for so great a number of years, and while the property was used for public purposes, and necessarily within the knowledge of the agents of the proprietors, is now asserted under doubtful circumstances of right. In some cases, a dedication of property to public use, as for instance, a street, or a public road, where the public has enjoyed the unmolested use of it, for six or seven years, has been deemed sufficient evidence of dedication.

The lapse of time, connected with the public use, and the determination expressed by the agent, at the time the town was laid out, to dispose of the whole of the manor, afford strong ground to presume that, no reservation of any part of the manor was intended to be made; and that the slip of land in controversy was not reserved. These were facts proper for the consideration of the jury, in determining the fact of dedication. They were calculated to have a strong influence to rebut the presumptions relied on by the plaintiff, in the court below.

If it were necessary, an unmolested possession for thirty years, would authorize the presumption of a grant. Indeed, under peculiar circumstances, a grant has been presumed from a possession less than the number of years required to bar the action of ejectment by the statute of limitations.

By the common law the fee in the soil remains in the original owner, where a public road is established over it; but the use of the road is in the public. The owner parts with this use only; for, if the road shall be vacated by the public, he resumes the exclusive possession of the ground; and while it is used as a high way, he is entitled to the timber and grass, which may grow upon the surfaces, and to all minerals which may be found below it. He may bring an action of trespass against any one, who obstructs the road.

In the discussion of this case, the same doctrine has been applied, by the counsel for the defendant in error, to the streets and alleys of a town. But in deciding the points raised by the bill of exceptions, it is not necessary to determine the question. Where the proprietor of a town disposes of all his interest in it, he would seem to stand in a different relation to the right of soil, in regard to the streets and alleys of the town; from the individual over whose soil a public road is established, and who continues to hold the land on both sides of it. Whether the purchasers of town lots are not in this respect, the owners of the soil, over which the streets and alleys are laid, as appurtenant to the adjoining lots, is a point not essentially involved in this case.

If the jury shall find, that the ground in question was dedicated to the public as a street or highway or for other public purposes, the river, either at high or low water mark, the right of the city will be established, and the plaintiff in the ejectment must consequently fail to recover.

Upon a deliberate consideration of the points involved in the case, this Court are clearly of the opinion, that the judgment of the Circuit Court was erroneous, and it is therefore reversed, and the cause remanded for further proceedings.

THE CHEROKEE CASE.

Opinion of the Supreme Court, delivered by Mr. Chief Justice Marshall, January Term, 1832.

CONTINUED.

The early journals of Congress exhibit the most anxious desire to conciliate the Indian nations.—Three Indian departments were established; and commissioners appointed in each, 'to treat with the Indians in the respective departments, in the name and in behalf of the united colonies, in order to preserve peace and friendship with the said Indians, and to prevent their taking any part in the present commotions.'

The most strenuous exertions were made to procure those supplies on which Indian friendship was supposed to depend, and every thing which might excite hostility was avoided.

The first treaty was made with the Delawares, in September, 1778.

The language of equality in which it is drawn, evinces the temper with which the negotiation was undertaken, and the opinion which then prevailed in the United States.

"1st. That all offences or acts of hostility, by one or either of the contracting parties against the other, be mutually forgiven, and buried in the depth of oblivion, never more to be had in remembrance.

"2d. That a perpetual peace and friendship shall, from henceforth, take place and subsist between the contracting parties aforesaid, through all succeeding generations: and if either of the parties are engaged in a just and necessary war, with any other nation or nations, that then each shall assist the other, in due proportion to their abilities, till their enemies are brought to reasonable terms of accommodation," &c.

3d. The third article stipulates, among other things, a free passage for the American troops through the Delaware nation, and engages that they shall be furnished with provisions and other necessaries at their value.

"4th. For the better security of the peace and friendship now entered into by the contracting parties against all infractions of the same by the citizens of either party, to the prejudice of the other, neither party shall proceed to the infliction of punishments on the citizens of the other, otherwise than by securing the offender or offenders, by imprisonment, or any other competent means, till a fair and impartial trial can be had by judges or juries of both parties, as near as can be to the laws, customs, and usages of the contracting parties, and natural justice," &c.

5th. The fifth article regulates the trade between the contracting parties, in a manner entirely equal.

6th. The sixth article is entitled to peculiar attention, as it contains a disclaimer of designs which were, at that time, ascribed to the United States, by their enemies, and from the imputation of which Congress was then peculiarly anxious to free the Government. It is in these words: 'Whereas the enemies of the United States have endeavored, by every artifice in their power, to possess the Indians in general with an opinion that it is the design of the states aforesaid to extirpate the Indians, and take possession of their country: To obviate such false suggestion, the United States do engage to guaranty to the aforesaid nation of Delawares, and their heirs, all their territorial rights, in the fullest and most ample manner, as it hath been bounded by former treaties, as long as the said Delaware nation shall abide by, and hold fast, the chain of friendship now entered into.'

The parties further agree, that other tribes, friendly to the interest of the United States, may be invited to form a state, whereof the Delaware nation shall be the head, and have a representation in Congress.

This treaty, in its language, and in its provisions, is formed, as near as may be, on the model of treaties between the crowned heads of Europe.

The sixth article shows how Congress then treated the injurious calumny of cherishing designs unfriendly to the political and civil rights of the Indians.

During the war of the Revolution, the Cherokees took part with the British. After its termination, the United States, though desirous of peace, did not feel its necessity so strong as while the war continued. Their political situation being changed, they might very well think it advisable to assume a higher tone, and to impress on the Cherokees the same respect for Congress which was before felt for the King of Great Britain. This may account for the language of the treaty of Hopewell. There is the more reason for supposing that the Cherokee chiefs were not very critical judges of the language, from the fact that every one makes his mark; no chief was capable of signing his name. It is probable the treaty was interpreted to them.

The treaty is introduced with the declaration, that 'The commissioners plenipotentiary of the United States give peace to all the Cherokees, and receive them into the favor and protection of the United States of America on the following conditions.'

When the United States give peace, did they not also receive it? Were not both parties desirous of it? If we consult the history of the day, does it not inform us that the United States were at least as anxious to obtain it as the Cherokees?—We may ask further: Did the Cherokees come to the seat of the American Government to solicit peace; or, did the American commissioners go to them to obtain it? The treaty was made at Hopewell, not at New York. The word 'give,' then, has no real importance attached to it.

The first and second articles stipulate for the mutual restoration of prisoners, and are of course equal.

The third article acknowledges the Cherokees to be under the protection of the United States of America, and of no other Power.

This stipulation is found in Indian treaties, generally. It was introduced into their treaties with Great Britain; and may probably be found in those with other European Powers. Its origin may be traced to the nature of their connection with those Powers; and its true meaning is discerned in their relative situation.

The general law of European sovereigns, respecting their claims in America, limited the intercourse of Indians, in a great degree, to the particular potentate, whose ultimate right of domain was acknowledged by the others. This was the general state of things in times of peace. It was sometimes changed in war. The consequence was, that their supplies were derived chiefly from that nation, and their trade confined to it. Goods, indispensable to their comfort, in the shape of presents, were received from the same hand. What was of still more importance, the strong hand of Government was interposed to restrain the disorderly and licentious from intrusions into their country, from encroachments on their lands, and from those acts of violence which were often attended by reciprocal murder. The Indians perceived in this protection, only what was beneficial to themselves—an engagement to punish aggressions on them. It involved, practically, no claim to their lands, no dominion over their persons. It merely bound the nation to the British crown, as a dependant ally, claiming the protection of a powerful friend and neighbor, and receiving the advantages of that protection without involving a surrender of their national character.

This is the true meaning of the stipulation; and is undoubtedly the sense in which it was made. Neither the British Government, nor the Cherokees, ever understood it otherwise.

The same stipulation entered into with the United States, is undoubtedly to be construed in the same manner. They receive the Cherokee nation into their favor and protection. The Cherokees acknowledge themselves to be under the protection of the United States, and of no other power. Protection does not imply the destruction of the protected. The manner in which this stipulation was understood by the American Government, is explained by the language and acts of our first President.

The fourth article draws the boundary between the Indians and the citizens of the United States. But, in describing this boundary, the term "allotted," and the term "hunting ground," are used.

Is it reasonable to suppose, that the Indians who could not write, and most probably could not read, who certainly were not critical judges of our language, should distinguish the word "allotted" from the words "marked out." The actual subject of contract was the dividing line between the two nations, and their attention may very well be supposed to have been confined to that subject. When, in fact, they were ceding lands to the United States, and describing the extent of their cession, it may very well be supposed that they might not understand the term employed, as indicating, that instead of granting they were receiving lands. If the term would admit of no other signification which is not conceded, its being misunderstood is so apparent, results so necessarily from the whole transaction, that it must, we think, be taken in the sense in which it was most obviously used.

So with respect to the words "hunting grounds." Hunting was at that time the principal occupation of the Indians, and their land was more used for that purpose than any other. It could not, however, be supposed, than any intention existed of restricting the full use of the lands they reserved.

To the United States, it could be a matter of no concern, whether their whole territory was devoted to hunting grounds, or whether an occasional village, an occasional corn field, interrupted, and gave some variety to the scene.

Those terms had been used in their treaties with Great Britain, and had never been misunderstood. They had never been supposed to imply a right in the British Government to take their lands, or to interfere with their internal Government.

The 5th article withdraws the protection of the United States from any citizen who has settled or shall settle on the lands allotted to the Indians, for their hunting grounds; and stipulates that, if he shall not remove within six months, the Indians may punish him.

The 6th and 7th articles stipulate for the punishment of the citizens of either country, who may commit offence on or against the citizens of the other. The only inference to be drawn from them is, that the United States considered the Cherokees as a nation.

The 9th article is in these words: "For the benefit and comfort of the Indians, and for the prevention of injuries or oppressions on the part of the citizens or Indians, the United States, in Congress assembled, shall have the sole and exclusive right of regulating the trade with the Indians, and *managing all their affairs*, as they think proper."

To construe the expression "managing all their affairs," into a surrender of self-government, would be, we think, a perversion of their necessary meaning, and a departure from the construction, which has been uniformly put on them. The great subject of the article is the Indian trade.—The influence it gave, made it desirable that Congress should possess it. The Commissioners brought forward the claim, with the profession that their motive was, 'the benefit and comfort of the Indians, and the prevention of injuries or oppressions.' This may be true, as respects the regulation of their trade, and as respects the regulation of all affairs connected with their trade, but cannot be true, as respects the management of all their affairs. The most important of these, is the cession of their lands, and security against intruders on them. Is it credible, that they could have considered themselves as surrendering to the United States the right to dictate their future cessions, and the terms on which they should be made! or to compel their submission to the violence of disorderly and licentious intruders? It is equally inconceivable that they could have supposed themselves, by a phrase thus slipped into an article, on another and most interesting subject, to have divested themselves of the right of self-government on subjects not connected with trade. Such a measure could not be for "their benefit and comfort," or for "the prevention of injuries and oppression." Such a construction would be inconsistent with the spirit of this and of all subsequent treaties; especially of those articles which recognize the right of the Cherokees to declare hostilities, and to make war. It would convert a treaty of peace covertly into an act, annihilating the political existence of one of the parties. Had such a result been intended, it would have been openly avowed.

This treaty contains a few terms capable of being used in a sense which could not have been intended at the time, and which is inconsistent with the practical construction which has always been put upon them; but its essential articles treat the Cherokees as a nation capable of maintaining the relations of peace and war; and ascertain the boundaries between them and the United States.

The treaty of Hopewell seems to have established a solid peace. To accommodate the differences still existing between the state of Georgia and the Cherokee nation, the treaty of Holstein was negotiated, in July, 1791. The existing Constitution of the United States had been then adopted, and the Government, having more intrinsic capacity to enforce its just claims, was perhaps less mindful of high sounding expressions denoting superiority. We hear no more of giving peace to the Cherokees. The mutual desire of establishing permanent peace and friendship, and of removing all causes of war, is honestly avowed, and, in pursuance of this desire, the first article declares that there shall be a perpetual peace and friendship between all the citizens of the United States of America, and all the individuals composing the Cherokee nation.

The second article repeats the important acknowledgment, that the Cherokee nation is under the protection of the United States of America, and of no other sovereign, whatsoever.

The meaning of this has been already explained. The Indian nations were, from their situation, necessarily dependant on some foreign potentate for the supply of their essential wants, and for their protection from lawless and injurious intrusions into their country. That Power was naturally termed their protector. They had been arranged under the protection of Great Britain; but the extinguishment of the British power in their neighborhood, and the establishment of that of the United States in its place, led naturally to the declaration on the part of the Cherokees, that they were under the protection of the United States, and of no other Power. They assumed the relation with the United States which had before subsisted with Great Britain.

This relation was that of a nation claiming and receiving the protection of one more powerful; not that of individuals abandoning their national character, and submitting as subjects to the laws of a master.

The third article contains a perfectly equal stipulation, for the surrender of prisoners.

The fourth article declares, that "the boundary between the United States and the Cherokee nation shall be as follows: Beginning," &c. We hear no more of "allotments" or of "hunting grounds." A boundary is described between nation and nation, by mutual consent. The national character of each, the ability of each, to establish this boundary, is acknowledged by the other.—To preclude forever all disputes, it is agreed that it shall be plainly marked by commissioners, to be appointed by each party; and, in order to extinguish forever all claim of the Cherokees to the ceded lands, an additional consideration is to be paid by the United States. For this additional consideration the Cherokees release all right to the ceded land, forever.

By the fifth article, the Cherokees allow the United States a road through their country, and the navigation of the Tennessee river. The acceptance of these cessions is an acknowledgment of the right of the Cherokees to make or withhold them.

By the sixth article it is agreed, on the part of the Cherokees, that the United States shall have the sole and exclusive right of regulating their trade. No claim is made to the "management of all their affairs." The stipulation has already been explained. The observation may be repeated, that the stipulation is itself an admission of their right to make or refuse it.

By the seventh article, the United States solemnly guaranty to the Cherokee nation all their lands not hereby ceded.

The eighth article relinquishes to the Cherokees any citizens of the United States who may settle on their lands, and the ninth forbids any citizen of the United States to hunt on their lands, or to enter their country without a passport.

The remaining articles are equal, and contain stipulations which would be made only with a nation admitted to be capable of governing itself.

This treaty, thus explicitly recognizing the national character of the Cherokees, and their right of self-government; thus guarantying their lands; assuming the duty of protection, and, of course, pledging the faith of the United States for that protection: has been frequently renewed, and is now, in full, of force.

To the general pledge of protection have been added several specific pledges, deemed valuable by the Indians. Some of these restrain the citizens of the United States from encroachments on the Cherokee country, and provide for the punishment of intruders.

To be concluded in our next.

FOR RENT,

A FIRST Rate Business Stand, for either a Retail Dry Goods, or Wholesale Grocery Business. And for sale 200,000 Dry Brick; together with a complete assortment of first rate Lumber, Clear, and Common. Inquire at the Lumber Yard Office, North-east corner of Wayne and Penn streets, on the lot formerly occupied by James S. Stevenson, deceased. DAVID GREER.

March 13—3t

PRATT STREET

Wholesale Cloth and Clothing ESTABLISHMENT,

Corner of Charles street, near the Baltimore and Ohio Rail Road Depot.

THE Subscribers, at the above establishment, beg respectfully to call the attention of Merchants and Dealers to their extensive establishment of ready made Clothing, which comprises every article of Men's apparel, adapted to all seasons. The stock of Spring and Summer Goods, now on hand and in course of manufacture, will be found equal, if not superior to any offered in this city. The whole made of the best material, and in the best manner. They are determined to sell at the very lowest prices, and on liberal terms. They will also keep an assortment of Piece Goods, Custom work done in the most fashionable style, and with despatch. All orders punctually attended to.

W. WADDLE & CO.

Baltimore, Md. Feb. 22, 1832. [Feb. 28.—w3m]

BYAM'S CHEMICAL EMBROCATION;

OR, LIQUID OPPODELDOC.

THIS article is considered by the first Physicians in the United States to rank higher than any other composition in existence, for the following complaints, viz: Bruises, Sprains, Gout, Rheumatism, Cramp, Numbness, Weakness or Stiffness of the Neck or Joints, Chilblains, Chapped Hands, Stings of Insects, Vegetable Poisons, &c. &c. It is applied both to man and beast.

BYAM'S CELEBRATED GENUINE PHYSICAL DROPS,

Preventive against Fevers, composed of roots and herbs—recommended by the first families in the city of Philadelphia.

This medicine is almost a sovereign remedy against the Fever and Ague: if taken in season, it will discharge bile from the stomach, cure coughs and colds and weakness of the breast: it will purify the blood, create an appetite, and cure the most inveterate headache. For worms in children, it is a most efficacious medicine. It is much recommended in cases of the measles, &c: and it is acknowledged that many lives have been preserved by the use of this medicine, in cases of the yellow fever. Observe that none are genuine without the stamp on the cork of the only proprietor, E. BYAM, *genuine*, and each label signed with his own hand writing, E. Byam. Price per bottle25 cents.

☞This certifies that myself, wife, and one of my children, were afflicted with the fever and ague for several weeks, and applied the usual remedies, but to no effect. Having heard of Byam's Physical Drops, I had the curiosity to give it a trial; and by the use of two bottles, we were all cured in one week's time JACOB PETERSON.

Philadelphia, Feb. 1, 1831.

☞Considering it a duty I owe to mankind, I hereby declare that, having been afflicted with dyspepsia through the heat of the summer months in 1830, and not being able to attend to business for much of the time, I tried many resources and much medicine to no relief; and hearing of Byam's Drops, I immediately tried a bottle, which relieved me so much that I purchased a second; and by the use of two bottles I was able to attend to my business, and have remained in good health ever since. SAMUEL M. BROOKS.

Philadelphia, Feb. 1, 1831.

☞For Sale, Wholesale and Retail, by THOMPSON & MILLER, Agents for the Proprietor, at their Drug Warehouse, No 81 Wood street, Pittsburgh.

May 13, 1831—w1y

Literary and Mercantile ACADEMY,

AT the Corner of Second street and Cherry Alley; where, at the solicitation of a number of his friends, the subscriber will be prepared to receive pupils on the third of April next. This situation is preferred to a denser and more populous quarter of the city.—The time ordinarily devoted to teaching during the day, will be devoted to the instruction of males only, in Reading, Writing, Arithmetic, E. Grammar, Geography, Composition, &c., according to the most approved methods of imparting Knowledge. The number of pupils will be restricted to 35, at $5 for the term of 12 weeks, payable in advance. Immediately after the exercises of the day, a separate class of young gentlemen will attend a course of Lectures on Book Keeping and E. Grammar; the course to be completed in 12 weeks. Terms, $10, payable at the expiration of 6 weeks; the class being at no expense, except for books and blanks. Any student attending the day-school, and desirous of becoming a member of this class, can have the privilege by the additional payment of $3. No particular system of Double Entry will be required. At the close of the Lectures, any regular students will be enabled to apply them in any of the approved forms he may think proper to adopt. Merchants are respectfully invited to attend, and witness the *study* of Book Keeping as applied to actual business, either exemplifying general and extensive Mercantile concerns, or restricted to western commerce. For the following testimonial, I am indebted to the politeness of the class of young gentlemen from the city, who lately attended the course of Lectures.

N. R. SMITH.

Allegheny town, March 9, 1832.—8t

We, the undersigned, having attended a course of Mr. N. R. Smith's Lectures on Book Keeping and English Grammar, take this method of assuring the public, that the information they have derived from them is various and important, both in a theoretical and practical point of view. We are certain that, should the young gentlemen of this city attend them, they will thence derive ample satisfaction. For ourselves, we think it a duty to present our thanks to Mr. Smith for the knowledge he has imparted to us in the useful and important branches embraced by his Lectures.

Robert H. Douthitt,	Andrew Nicholson,
J. H. Robinson,	C. L. Magee,
Robt. M'Curdy,	Michael Friel,
Thos. Douthitt,	A. T. Nicholson,
John Black,	J. H. Towne.

Pittsburgh, March 3, 1832.

REGISTER'S OFFICE, *February* 25, 1832.

NOTICE is hereby given to all legatees, creditors, and all other persons concerned, that the undernamed administrators have filed their accounts in the Register's Office for the county of Allegheny, and that the same will be presented to the Orphan's Court, for confirmation and allowance, on Monday, the 26th day of March, 1832, viz:

Rebecca Stackhouse and *Michael Stackhouse*, administrators of the estate of Mark Stackhouse, late of the city of Pittsburgh, deceased.

Also, on the 2d of April, *Neville B. Craig*, administrator *cum testamento annexo* of Sarah Craig, of St. Clair township, deceased.

JOHN M. SNOWDEN,

Feb. 24—4tF *Register.*

SPLENDID LONDON EDITIONS.

JOHN I. KAY & CO., Booksellers, Market street, have lately received the following British Editions of Works, which, added to their former stock, make a valuable collection: *Johnson's Dictionary, royal 8vo; Beloe's Herodotus, 8vo; Smith's Thucydides, 8vo; Johnson's Works, 2 vols. 8vo; British Drama, 2 vols. 8vo; Lavater's Physiognomy; Maunder's Treasury of Knowledge; Parker's Dyer's Guide; Robertson's Works, royal 8vo; Shakspeare's Works, royal 8vo, with splendid designs; The Septuagint, 2 vols; Weber's German Dictionary; Whitlock's Art of Drawing; Brown's Interpreter's Bible; Wonders of Nature; Siddon's Cabinet Maker; M'Knight on the Epistles; Doddridge's Exposition; Henry's Miscellaneous Works; Mechanic's Register; Cooper's Distiller; Life of Vidocq; Newton's Cardiphonia; Ireland Illustrated, 21 Nos., &c. &c. &c.*

March 13.—8t

FOR SALE,

A LOT of Ground in Fifth street, next to the corner of Wood street; on which there is a two story frame house and a large frame circus, the lot is 60 feet on Fifth street, by 130 feet in depth.

Two Lots of Ground in Penn street, and on which are part of the Old Garrison Houses, between Wayne and Hand streets, fronting on Penn street, 26 feet 7 inches each, by 120 feet in depth, to an alley in the rear.

A number of Lots of Ground fronting on Penn and Liberty streets, and adjoining the Canal Basin, which is part of the premises.

Twenty Lots of Ground in the city of Washington.

Also, One Share of the Stock in the Bank of the United States.

Five Shares of the Stock in the Allegheny Bridge Company.

Sixteen Shares of the Stock in the Monongahela Bridge Company. Apply to

CHARLES AVERY,
JOHN M. SNOWDEN,
JOHN THAW,
JOHN BARBER,

Executors of Jas. S. Stevenson, deceased.

Jan. 31, 1832.—wtf

TO BLACKSMITHS.

TO RENT—a Smith shop with two fires, a Dwelling House, with gardens, pasture, &c. at the Sewickly bottom, fourteen miles from Pittsburgh, on the main Beaver road: is considered a good stand for a Smith shop—wants a family of industrious and moral habits; and none other need apply: the situation will be found convenient and agreeable. Apply to A. Way, Pittsburgh, or to the subscriber on the premises.

DAVID SHIELDS.

January 10, 1832—wtf.

Venetian Blind Factory.

THE subscriber, thankful for past favors, takes this opportunity to inform his friends and the public, that he still continues to pursue the above business in all its variety, viz: Hall Doors, and Window Shutters, on the improved New York plan, together with the inside half and draw blind. a constant supply of which will be kept on hand at the factory in Second street, between Wood and Smithfield, Pittsburgh.

ABR'M. WESTERVELT.

N. B. To any who may be disposed to purchase by the quantity, for retail, a liberal deduction will be made.

Feb. 24, 1832.—6mw

NEW WHOLESALE

Grocery and Commission Warehouse,

NUMBER 168 LIBERTY STREET,

PITTSBURGH.

THE Subscribers are now receiving, from the eastern markets, and offer for sale, on accommodating terms, a large and well selected assortment of GROCERIES, consisting, in part, of the following articles, viz:—

Rio, Laguira, Java, and St. Domingo Coffee;
Young Hyson, Gunpowder, and Imperial Teas;
Single and Double Refined Loaf Sugar;
Bengal and Spanish F. Indigo;
Madder, Alum, Ginger;
Pepper, Alspice, Cinnamon;
Cloves, Nutmegs, Raisins;
Figs, Almonds, &c.;
Salt Petre, Epsom and Glauber Salts;
New Orleans and Sugar House Molasses;
Best Spanish Segar, Cavendish & Spun Tobacco;
New Orleans Sugar;
Madeira, Teneriffe, Malaga and Lisbon Wine;
Jam. Spirits, Cogniac and Common Brandy;
Holland Gin, N. E. Rum, &c. &c.

STROOP & CAROTHERS.

☞ The highest price in cash or groceries will be paid for all kinds of country produce.

December 23—tf

G. C. ANDERSON & CO.

INFORM their friends and the public, that the business, heretofore transacted by them, will in future be carried on under the firm of ANDERSON & THOMSON. And while they would embrace the present opportunity of returning their sincere thanks for the very liberal public favor which they have received since they commenced business, they, at the same time, beg to assure their customers that it is their determination to keep aricles of the very best quality, and from the arrangements they have made, they will be at all times enabled to sell on as reasonable terms as any house west of the mountains.

ANDERSON & THOMSON,

Wholesale Grocers AND SPIRIT MERCHANTS,

NO. 148, WOOD STREET,

HAVE now on hand, a large stock of Groceries, Wines, and Spirits, which they can with every confidence recommend.

Among their stock will be found the following:

300 bags Rio Coffee, new crop, and green,
45 chests Y. H. Tea,
20 half chests do.
10 boxes Souchong,
5 chests Old Hyson,
Gunpowder, Imperial, and Pouchong,
20,000 lbs. Loaf and Lump Sugar,
7 boxes Havanna Sugar,
100 barrels, No. 2, and 3, Mackerel,
20 bags Alspice,
20 bags Pepper,
200 boxes Melee Segars,
150,000 Common Segars,
Brandy, Gin, Rum, Wines, and Assorted Cordials, in great variety.

Country merchants and others visiting the city will please call and examine the above stock.

☞Observe, No. 148, Wood street.

March 2, 1832.—w4t

The Steubenville Herald, and Washington Reporter will insert the above three times, and forward a paper to the advertisers.

NEW ESTABLISHMENT.

WHOLESALE

Earthen-Ware House,

No. 37, Wood Street, Pittsburgh,

Next door to Messrs. Tassey & Church, and nearly opposite Griffith's Hotel.

THE undersigned have made arrangements for regular importations of

China and Earthen-Ware,

And they expect within a few weeks to receive their spring stock of Ware, which will be of the first quality, newest pattern, and quite as extensive as any wholesale house West of the Mountains.

A very general assortment of Pittsburgh manufactured GLASS will be kept on hand.

Orders for Ware, left at this house, shall be packed with care and punctuality.

Prices and terms will be found accommodating.

STANDISH PEPPARD,
JAMES CALLAN.

Feb. 23, 1832.—tf

Tavern Stand, for Rent,

IN PITTSBURGH.

THE house wherein John Taylor now keeps Tavern, in Bayardstown, a few doors from the Bridge over the Canal, on Penn street, with a large stable, and the two lots across the alley, towards the Alleghany river, are for rent. Possession may be had the first day of April. For terms, inquire of HENRY M. WATTS, Esq. Attorney at Law, or to J. REED, at Col. Armstrong's.

March 16—3t*

PITTSBURGH GAZETTE.

FRIDAY MORNING, MARCH 23, 1832.

MR. DENNY has forwarded to us a copy of the opinion of the Supreme Court, in the case of Joseph Barclay and others, plaintiffs in error *versus* lessee of Richard W. Howell, defendant in error—to be published, and then filed away, among the official papers of the city.—To make room for this document, so interesting to our citizens, generally, and so anxiously looked for, we have been compelled to postpone a portion of Judge Marshall's opinion in the case of the Missionaries, until our next.

ECONOMY.—By an advertisement in this paper, it will be seen, that the seceders from this society have withdrawn their caution and protest.

MR. VAN BUREN AND QUEEN ADELAIDE.—A writer in the Richmond Enquirer, in favor of Mr. Van Buren, has the following *conclusive* argument, in favor of that patriot:—

"Had Mr. Van Buren been the fawning sycophant, 'prostrating and degrading the American Eagle before the British Lion,' as is attempted to be represented, would he have been distinguished by the honor of dining with Queen Adelaide, in company with our fair country-woman, the accomplished Lady Wellesley and a select party."

The Sylvanus Jenkins, recently arrived at N. York, brings London dates to the 7th February—the article of most interest, is the following, in relation to Queen Adelaide, the patroness of Mr. Van Buren:—

"The Queen of England, it is stated in a London paper, has declared herself *against* the Reform Bill, and has exercised some influence *unfriendly* to it."

What inference would the correspondent of the Richmond paper draw from this?—Queen Adelaide *discountenances* free suffrage, and a Reformed Parliament, and *patronises* Martin Van Buren.

The Richmond Whig, of the 14th instant, says—"By the way—Georgia Nullification is so much more gross, selfish, and abominable than South Carolina, that every man must find his dislike of the last, by a very intelligible operation of the mind, diminished by his superior hatred of the former."

There is much force in this remark.—Georgia nullification is the result of a covetous, grasping, avaricious disposition. It seeks to enrich the state, by forcibly seizing, and converting to its own use, the lands of the poor Cherokees: and endeavors to accomplish this object by harassing and persecuting the unfortunate proprietors of the soil, and by subjecting to cruel and ignominious punishment, the preachers of the mild and benevolent religion of Jesus.

South Carolina nullification professes to have originated in the belief that the tariff is unconstitutional and impolitic, and oppressive upon the south.—Whether this belief is well or ill founded, is not very material in this respect. Some of the politicians of that state, no doubt, honestly think so. At all events, South Carolina nullifiers seek not to enrich themselves by the *direct* plunder of their neighbors. Their object appears to be, to get rid of an *alleged* grievance. Still, however, in their tendency, in their mode of operation, and their results, South Carolina and Georgia nullification are identical, or nearly so.—They both lead to disunion and civil war, and both induce their professors to dispute the authority of the Supreme Court, the only constitutional umpire, to decide between conflicting laws of the states and general government. South Carolina, therefore, although she may despise the base origin of Georgian nullification, may yet be, and no doubt is, willing to take advantage of it. She is, no doubt, anxiously watching the progress of the Georgia controversy, and will probably shape her course by the result of her neighbor's experiment. Indeed, the more gross, selfish, and unjustifiable is Georgia nullification, the more encouraging will her example be, if it should prove successful. If Georgia is permitted to violate the treaties, laws, and constitution of the United States, merely to gratify her inordinate cupidity, how can we refuse to permit South Carolina to violate the provisions of a law to rid herself of what she believes to be an unconstitutional and oppressive tariff?

There is much force in the following paragraph, from the New York Commercial Advertiser:—

"*The Boundary Question.*—The *merits* of the question, as it regards the rights of Maine, lies within the compass of a nut shell. Maine, of course, has no just claim to lands belonging to Great Britain. If the decision of the King of Holland is acceded to by our government as legal and binding, Maine is not entitled to a foot of the land beyond the boundary, as it is to be acknowledged, nor to a farthing of compensation. The project of paying Maine, therefore, from the public domain, for property that does not belong to her, is a sheer piece of electioneering business, and will never be assented to by Congress."

The correctness of these remarks will be more palpable, if we bear in mind that President Jackson has solemnly and pompously declared that "he would ask for nothing but what was right, and submit to nothing that was wrong."—Now, if the State of Maine is entitled to hold the disputed territory, it would be *wrong* to give it up, and General Jackson "will submit to nothing that is wrong." If Maine is not entitled to hold that territory, surely she has no claim to compensation for giving up what does not belong to her. If Maine has the right to the disputed territory, it is to be hoped that Jackson will not be the first President to submit to the unjust claims of Great Britain, and if Maine has no title to the disputed territory, she has no claim to a compensation for the loss of it.

The New York Railroad Journal has the following remarks, in relation to the proposed Railroad from Pittsburgh to Massillon, which are worthy of notice, particularly those in italics. The distance from Massillon to Cleaveland is underrated. It is about *seventy-five* miles, by the Canal: and the distance to Pittsburgh is overrated. It is only 108 miles.

"This road, if constructed, will strike the Ohio Canal at *Massillon*, about 40 miles south of Lake Erie; and from the point where it thus strikes the Canal, to Pittsburgh, the distance is 120 miles; and thence to Philadelphia by Canals and Railways now, in the process of construction, 320 miles, making in all 440 miles.

From the same point, on the Ohio Canal, the distance to New York is,

From Massillon to Cleaveland, on Lake Erie,	40
From Cleaveland to Buffalo,	160
From Buffalo to Albany,	350
From Albany to New York,	150
	700

From the immense disparity thus manifest in the distances of the two lines from the Ohio Canal to New York and to Philadelphia, it will be seen how much the latter city is interested in the success of the "Pennsylvania and Ohio Railroad." New York, however, will, notwithstanding the longer route, be able, we suspect, to hold her own. In the first place, the way is already open to New York: the lake, the canal, and the Hudson expand their bosoms to the wealth-bearing vessels from Ohio; *and, before these new Railroads can be constructed, and those now in progress in Pennsylvania be completed, this State will have paid off, or be in a condition to pay off, her canal debt;—then, by reducing the tolls on the canal so as merely to provide for the necessary expense of repairs, &c., she will be able, as we think, to defy all competition for the trade of the teeming West*—even that of the Baltimore and Ohio Railroad Company, which, after all, when completed, is to be the most formidable rival of the Erie Canal."

From the United States Gazette.

WEST INDIA TRADE.

We copy the following from the Portland Daily Advertiser, in which paper it formed a part of a well written editorial article:

"Two days since, a Quebec vessel, excluded from her own port by ice, took advantage of our open port, and loaded here on the same terms as our own vessels. Now let us suppose an American vessel sails in company with her for Barbadoes, whither she is bound. Both vessels having arrived there, the cargo of the American vessel is subjected to the following duties, from which British vessels are exempted.

Flour,	per bbl.	5s.
Beef and Pork,	do.	12s. per cwt.
Shingles,		7 & 14s. per M.
R. O. Staves,		26s. 3d. per M.
W. O. do.		23s. 9d. do.
Hoops,		5s. 3d. do.
Lumber,		28s.

The above prices are in shillings sterling. To ascertain their value in currency, one third should be added. We have in this port as shrewd, active, and intelligent merchants as can be found in any part of the Union (some of them warm adherents to the present national administration)—men whose acquaintance with the W. I. Trade, if not superior to, is not certainly surpassed by any others. If the trade with the British West Indies is as advantageous to us as the Inquirer, the Argus, and other Jackson papers represent it to be, why have they not engaged in it? It is a fact that, but one vessel has sailed from this place on a British W. I. voyage since the British ports were reopened to us. The owner this morning informed us that he never wished to send another there—that he found the trade very unprofitable, all the profits arising from the sale of the cargo, being consumed by the duties and port charges. Mr. Sprague is correct in asserting that the trade is injurious to us. The statement in the Inquirer that our citizens in the section of the State in which Mr. Sprague resides, are carrying on a profitable trade with the British West Indies, is untrue. The Inquirer has given the price of lumber there—let it, on the return of the vessels referred to, deduct from their profits the excessive duties and port charges to which they were subjected, and a different picture will be presented to its readers."

Abstract of Congressional Proceedings.

March 13.—In the Senate, Mr. Dallas, from the select committee appointed to consider that subject, reported a bill to recharter the Bank of the United States, which was read, and ordered to a second reading. Mr. Tyler, from the Committee on the District of Columbia, reported a bill making a donation of Washington city property to the St. Vincent's Female Orphan Asylum in said city; and Mr. Chambers, from the same committee reported a bill making a donation of the same kind to the Columbia College, in said city. A debate took place on the resolution by Mr. Robbins, providing for the purchase of 60 copies of the documentary history of the Bank of the United States, compiled by M. St. Clair Clark, and D. A. Hall, in which the management and utility of the bank was questioned and defended. Messrs. Hill, Frelinghuysen, Benton, Holmes, Bibb, and Johnson, took part in the debate; at the conclusion of which the resolution was adopted, yeas 29, nays 20.

In the House of Representatives, after the introduction of several private bills, the consideration of the resolution of Mr. Clayton, of Georgia, for an investigation into the affairs of the bank, was resumed, and Mr. Collier, of New York, addressed the House in favor of the inquiry. The question was then taken on Mr. Root's amendment to appoint the committee by ballot; and it was rejected by a vote of 101 to 100, and the Speaker giving the casting vote in the negative. Mr. Wayne offered a modification of the amendment offered by him on a previous day, embracing in the inquiry a varied and complete series of matters appertaining to the business of the bank. He advocated the propriety of its adoption until a late hour, when becoming evidently much exhausted from fatigue and heat, the House, on motion of Mr. Irvin, adjourned.

Bank of the United States.—The following is a synopsis of the Bill for rechartering the Bank of the United States, reported on Tuesday by Mr. Dallas, from the select committee of the Senate.

Sec. 1. Provides for a renewal of the charter for fifteen years.

2. Directors authorized to appoint two or more officers to sign and countersign notes below one hundred dollars.

3. No notes (under $50) to be issued from the Bank or any Branch, unless they be payable at the bank or branch whence issued, except at the request of the persons to whom they are delivered.

4. The notes of the Bank, though payable at a particular place, shall be received by every branch in payment of balances due by any State Bank.

5. The Corporation prohibited retaining any real estate, other than for banking purposes, longer than two years, under a penalty of $10,000 in each case.

6. Not more than two branches to be established or retained in any state: and not more than one, except in the states in which they now exist, without the assent of the Legislature.

7. Bonus of $500,000 to the Government, payable in the three first years, in three payments.

8. Laws supplementary to original act to continue in force.—*Nat. Int.*

The Bill for the entire abolition of Lotteries, passed the House to-day, 76 to 6.—*Pennsylvania Reporter, March* 16.

Our distinguished fellow citizen, Mr. WIRT, has no intention of changing his residence from this city. The report, that ill health had induced the determination to remove to Louisiana, is *unfounded in each particular;* and as such, has been contradicted in the paper that first gave it currency.—*Balt. Pat.*

It is stated in a Madrid article, dated 30th January, that the Spanish government had given official notice to the Courts of London and Paris, of its intention to send an army to the aid of Don Miguel, in case Portugal should be invaded by Don Pedro.

The London Morning Post, of the 6th ult. mentions that the Portuguese government had "come to a settlement with the representative of the United States respecting the claims arising out of the Tercerira captures."

General Jackson, (the President of the United States,) completed the sixty-fifth year of his age on Wednesday last, the 14th inst.

MARRIED,

On the 21st of March, inst., by Robert Christy, Esq., Mr. ROBERT RITCHIE, to Miss MARGARET GAULT, both of Jefferson township.

NOTICE.

A. H. HOGE, having entered into a copartnership with THOMAS B. WAINWRIGHT, late of Philadelphia, they will carry on the Wholesale Hardware Business, at No. 100 Wood street, where they have on hand an extensive assortment of goods in their line.

Pittsburgh, March 23, 1832.—3t

Piano Forte Instruction.

MISS CRUMPTON proposes giving lessons upon the Piano Forte, to a limited number of young ladies, and hopes, by constant and unremitting attention, to merit a share of public patronage. Application to be made at Miss Crumpton's residence, No. 132 Penn street, above Hand street, where terms, &c. will be made known.

Pittsburgh, March 23, 1832.—3m

HOGE & WAINWRIGHT,

Importers and Wholesale Dealers in

HARDWARE, CUTLERY, &c.

RESPECTFULLY request the attention of Country Merchants, Saddlers, and others, to their Stock of Goods, a greater part of which is of their own importation; and in part, consists of Griffin's, Waldron's, Passmore's, and Wilson's Scythes; Knives and Forks; Pen, Pocket, and Blade Knives; Locks; Latches; Butt Hinges; Screws; Sheep Shears; Cast, Shear, and Blister Steel—a fine assortment of Waiters, &c. &c.

Having made arrangements for the importation of our own Goods in future, and determined to use every exertion to give satisfaction, we feel confident that we shall be enabled to meet the wishes of those who may favor us with their custom.

Pittsburgh, March 23, 1832.—tf

To Farmers and Country Merchants.

FINE AND CONSTANT MARKET FOR *GRAIN.*—The highest price will be paid for any quantity of Wheat, Rye, and Corn, delivered at the old established *Eagle Steam Mill*, on the Monongahela River, immediately above the mouth of the Pennsylvania Canal, at Pittsburgh. Apply at the Mill, to

MAITLAND & SMYTH.

March 23, 1832.—w4t.

Valuable Property FOR SALE.

A LOT of Ground, part of the property attached to the well known Tavern House of the late Jeremiah Sturgeon, being 35 feet in front on Wood street, and extending back 80 feet to a 10 feet alley, running from Diamond alley to Fifth street—the said lot is almost equi-distant between Fifth street and Diamond alley: an indisputable title, clear of all incumbrances, will be given, with immediate possession to the purchaser. For terms, apply to W. W. Fetterman, Esq., Agent of those interested, or to Daniel M'Lain, at Mrs. Sturgeon's Tavern.

Pittsburgh, March 23—2t.

VENANGO FURNACE,

AND OTHER VALUABLE PROPERTY,

FOR SALE.

ON THURSDAY, the 10th of May next, at 3 o'clock, P. M., at the Court House, in this city, will be sold without reserve, all that valuable property, known as Venango Furnace, Venango county, two and a half miles from the Allegheny river.

The tract on which the Furnace is erected, contains four hundred and twenty-five acres, (patented,) of which ten acres are meadow and thirty acres are now in wheat.

The Furnace is well built, with all the necessary out buildings, of frame, and in good order, viz.: A Casting House, Moulding Room, Ware Room, for the Castings, a Wheel House, Bridge House, and Coal House. A never failing stream is conducted to the wheel in pipes under ground from the Dam, so that furnace can be kept in blast all winter.

There are, also, a very comfortable dwelling house, a large store house, twelve houses for workmen, and convenient stables for three teams.

The supplies of Grain, Meat, and other articles used at Iron Works, are abundant in the neighborhood.

Adjoining, is another tract of land, containing about five hundred acres, on which is an excellent Saw Mill, with an abundance of Pine and Hemlock Timber. There are also several ore banks on this tract.

The flasks, patterns, &c. will be sold immediately after the above, an inventory of which will be shown at the time of sale.

By order of the assignees of Ekin & Ledlie, and others concerned.

P. M'KENNA, Auctioneer.

Pittsburgh, March 23, 1832.—tM10

MONONGAHELA BRIDGE.

PROPOSALS for rebuilding and repairing the Bridge over the Monongahela River, will be received until the 14th April next. Persons disposed to contract, will receive all necessary information, by applying at the Toll House, or to JOHN THAW, *Treasurer.*

March 23, 1832.—3t*

CO-PARTNERSHIP.

CASSAT & HUTCHISON, having formed a connection with JAMES E. LEDLIE, the house will be conducted under the firm of CASSAT, HUTCHISON & LEDLIE.

March 23, 1832.—w3t.

CASSAT, HUTCHISON & LEDLIE,

WHOLESALE GROCERS,

PRODUCE DEALERS, *and Forwarding and Commission Merchants*, No. 8 Market street, Pittsburgh.—*Refer to*

GILESPIE & JONES, } *Philadelphia.*
W. R. THOMPSON & Co. }
ERSKINE, EICHELBERGER & Co. } *Baltimore*
WM. CRAWFORD, Jr. }
M. LANGHORNE & SONS, *Maysville.*
ALEX. M'CANDLESS, Esq. *Cincinnati.*
CALDWELL & ERNEST, *Louisville.*

March 23—w3mo.

To the American Public.

THE undersigned, late Members of the Harmony Society, give notice that all differences and misunderstandings in said society have been amicably composed and settled, and their caution and protest, relative to the authority of George Rapp and Frederick Rapp, superintendents of the Harmony Society, are hereby withdrawn.

WILLIAM SMITH,
AUGUST SCHMID,
ADAM SCHULE,
JOHN GEORGE WAGNER,
JACOB WAGNER,
PENOTUS ZUNDEL,
CHRISTIAN SCHMID,
ISRAEL BENDEL,
JACOB DURR,
MICHAEL FORSTNER,
MATTHEW KLEIN,
ANTHONY KNAPPER.

Committee.

☞The National Gazette, Baltimore American, Cincinnati Gazette, and Louisville Advertiser, will insert 3 times, and charge this office.

Economy, March 6, 1832. [March 23, 1832.]

NEW PUBLICATIONS.

SURGICAL MEMOIRS of the Campaigns of Russia, Germany, and France; by Baron *D. J. Larrey;* translated from the French: 1 vol. 8vo.

Bourrienne's Life of Napoleon, revised edition; with additions: 1 vol. 8vo.

Cabinet Library, No. 5—Life of Belisarius: by Lord Mahon.

Gibb's Manual, Hebrew, and English Lexicon: 2d edition, revised and enlarged. Just received, and for sale by D. M. HOGAN,

March 23—2t. No 73, Wood street.

Insurance Company.

WHEREAS, Letters patent, under the hand of the Governor of the Commonwealth of Pennsylvania, and the great seal of the State, bearing date the 16th day of March, A. D. 1832—have been issued, creating and erecting certain subscribers therein named, into a body politic, and corporate by the name, style, and title of the "Pittsburgh Navigation and Fire Insurance Company:" Therefore, the undersigned, Commissioners for receiving subscriptions to the stock of the said Company, do hereby give notice, that on Monday, the ninth day of April, at ten o'clock, A. M. at the house of N. Griffith, in the city of Pittsburgh, an election will be held for the appointment of nine Directors, to manage the affairs of said Company until the first Monday of January following, and until others are chosen.

Benjamin Bakewell,	James S. Craft,
Aaron Hart,	James Riddle, Esq.
Michael Allen,	Wm. M'Knight,
John Arthurs,	Benj. Darlington,
John M'Kee,	Abishai Way,
Isaac Lightner,	John Caldwell,
James Brown,	Thomas Fairman,
Lewis Hutchison,	Alexander Roseburg,
James Adams, Jr.	Hugh Davis,
Hugh Mac Shane,	J. H. M'Clelland,
S. P. Darlington,	Christopher Magee,
John Gallagher,	John Graham.

Pittsburgh, March 20, 1832.—2t.

LAST EDITION OF NICHOLSON'S MECHANICS' COMPANION, or the Elements and Practice of Carpentry, Joinery, Bricklaying, Masonry, Slating, Plastering, Painting, Smithing, and Turning, comprehending the latest improvements, and containing a full description of the Tools belonging to each branch of business; with copious directions for their use, and an explanation of the terms used in each Art.—Also, an Introduction to Practical Geometry, by Peter Nicholson, Author of Carpenter's Guide, &c., illustrated with forty copper-plate engravings. Just received and for sale at $1 50 per copy, by

S. J. SYLVESTER,

March 23. 16 Exchange Buildings.

A PLAIN, UNVARNISHED TALE.—On Saturday next, the Union Canal Lottery will be drawn. $30,000; $15,000; 40 of $1,000, and 40 of $500. You may succeed in obtaining any one of them, by investing Ten Dollars with

S. J. SYLVESTER,

March 23, 16 Exchange Buildings.

Pittsburgh Seminary,

FOR YOUNG LADIES,

South East Corner of Grant & Second Sts,

THE want of a permanent institution, located in the city, in which females should receive a useful and finished education, seems long to have been deeply felt by the inhabitants of this flourishing and wealthy city.

From the frequent and earnest solicitations of her friends, Miss Parry has, at length, undertaken to establish and carry into effective operation an Institution calculated, not only to supply the deficiency for which it is more immediately intended, but to offer such advantages as may render it worthy the patronage of the intelligent citizens of neigboring places.

The object of this seminary is, to inculcate sound principles, inform the mind, refine the taste, and form the character; to effect this, there will be a strict and well-ordered system of government as well as of instruction: for little can be accomplished in the great business of education without efficient regulations and good order.

The building is spacious and handsomely situated in the most elevated and healthy part of the city, commanding a fine view of the Monongahela, and the adjacent hills. It is sufficiently central for the convenience of day scholars, and yet retired from the noise of business.

In the English department the branches are Reading, Writing, Arithmetic, Grammar, Composition, Geography, and Astronomy, with the use of the Globes, History, Chronology, Botany, Chymistry, Rhetoric, Natural and Moral Philosophy.

English branches, (Each qr. to consist of 12 weeks.)	$8 00 per qr.
Music,	10 00
French,	8 00
Drawing in pencil, crayon, and water colors,	8 00
Oil Painting,	10 00

Boarding and tuition, including all the branches, two hundred dollars per annum. Each pupil must be supplied, by the parent or guardian, with a mattress, bedding, towels, combs, brushes, soap, and silver cup, table and tea spoon, with the initials of the name engraved on each. Each pupil required to repair and keep her own clothes in good order. Washing, stationery, &c. are extras. No charge made for the summer vacation, commencing on the twenty-third of July, and terminating on the thirty-first of August. No pupil engaged for a shorter period than two quarters; first quarter to be paid in advance. One month's notice to be given previous to withdrawing a pupil.

The Rev. Dr. Bruce, President of the Western University, and Professor of Mathematics and Natural Philosophy in that Institution, will give lectures on Astronomy. Competent masters are engaged for the different branches.

REFERENCES.—Rev. Robert Bruce, D. D.
Rev. G. Upfold, D. D.
Rev. C. Avery,
Dr. P. Mowry,
J. M. Snowden,
H. Holdship,
J. D. Davis,
N. B. Craig,
Hon. H. Denny.

Feb. 7.—tf.

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500 DOZEN of Waldron's, Griffin's, Passmore's, Blanchard's, and Stone's Corn, Grass, and German SCYTHES. Also, Scythe Rifles, Darby Creek, Milan, and Real English, *Rag Stones*—for sale by

SAMUEL FAHNESTOCK & Co.

March 16—tf.

FAMILY LIBRARY, No. 29.—*The Court and Camp of Buonaparte;* with a Portrait of Talleyrand; being No. 29 of Harper's Family Library. Just received and for sale by

D. M. HOGAN,

March 20.—2t 73 Wood street.

MERCHANTS, and men of business generally, will find it to their advantage to call at this office, and have their uncurrent paper exchanged. Every description of *Bank Note paper* received at reduced rates. The highest premium is, in all cases, paid for *Foreign and American Gold. Drafts and Notes of hand* collected. ☞GEORGE A. COOK, Lottery and Exchange Broker, No. 68 Wood street, Pittsburgh. Jan. 27.

Library of Religious Knowledge—1, 2, 3.

JOURNAL of Voyages and Travels: by the Rev. Daniel Tyerman, and George Bennet, Esq., deputed from the London Missionary Society to visit their various stations in the South Sea Islands, China, India, &c.; between the years 1821 and 1829. Compiled from original documents, by James Montgomery. In three volumes, 12mo. Just received and for sale by

JOHN I. KAY & Co.

March 16, 1832.—4t No. 51 Market st.

GARDEN SEEDS, &c.

A QUANTITY of Fresh Garden Seeds, neatly put up, and assorted, in boxes suitable for retailers in the country, have been received from the Shakers' Society, by the undersigned; and will be sold, Wholesale or Retail, to suit purchasers.

They also offer for sale *Improved Writing Ink*, of their own manufacture—put up in bottles of various sizes, or by the gallon or barrel, at prices much lower than it can be procured for from the eastern cities.

PETER & SHINN, Druggists,

March 16.—w2m. No. 52 Wood street.

LAW NOTICE.

GEO. W. ACHESON, Attorney at Law—Office in Fourth street, between Wood and Market; adjoining the Office of Discount and Deposit of U. S. Bank. Dec. 9, 1831.—tf.

REMOVAL.

DOCTOR E. C. S. SUGG,

SURGEON AND ACCOUCHEUR,

(From London, and recently of Baltimore,)

HAS Removed from his residence in Irwin street, to No. 57 Liberty street, corner of Virgin alley, *(the house lately occupied by Doctor J. S. Irwin,)* where he continues the practice of his profession, in all its various branches. Dr. S. will keep for sale a choice assortment of DRUGS, MEDICINES, DYE-STUFFS, PAINTS, &c. Also, Family Medicines of his own compounding and selection. April 22—tf

LYNCH & BUTTERWORTH,

Auctioneers and Commission Merchants,

Corner of Fourth and Wood Streets,

PITTSBURGH.

PUBLIC SALES of Groceries, and Furniture every Tuesday and Friday, at 10 o'clock, A. M., and of Dry Goods and Hardware, Fancy Cutlery, Jewelry, &c. every evening, at 7 o'clock, P. M. Liberal advances made on consignments.
April 5—tf.

NOTICE.—*John Hannen* has taken his son-in law, *John E. Park*, into partnership with him in the Drug business, and in the manufacturing of white lead; and all their transactions will be done under the firm of JOHN HANNEN & CO. All persons indebted to John Hannen, are required to make payment without delay.
January 21.

NOTICE.—All persons indebted to the estate of JULIEN DROCOURT, late of the city of Pittsburgh, deceased, are requested to make payment to the subscribers, and persons having claims on the estate, will present them to us for settlement.

THOMAS PLUMER, *Executor.*
HENRIETTA DROCOURT, *Executrix.*
July 26, 1831.—tf

FIRE AND MARINE INSURANCE.

PROTECTION INSURANCE COMPANY of Hartford, Connecticut—incorporated by the State of Connecticut—will make insurance against the dangers of Inland Navigation; on Steam, Keel, and Flat Boats, together with their cargoes, as well as on property in ships, on the high seas. Also, against fire, on every description of Buildings, and on Merchandise, Furniture, and Machinery contained therein.

Their terms will be as favorable as those of any other company in the United States; and all claims upon them will be promptly and liberally adjusted.

WM. W. ELLSWORTH, *President.*
THOS. C. PERKINS, *Secretary.*

☞ The subscriber, having been appointed Surveyor for this city and vicinity, will make surveys of any of the above specified risks, and forward them to the General Agency at Cincinnati, where the Policies will be executed.

MOSES ATWOOD,
Corner of Wood and Front streets.
Pittsburgh, 14th Oct. 1831.—1y

Indian Queen Hotel,

Formerly Heiskell's, and late H. Wade's, No. 15, South Fourth street, between Market and Chestnut streets, Philadelphia,

IS now kept by B. DUKE, who has, at considerable expense, made such improvements to the House as will insure comfort and convenience to his *Boarders and Lodgers.* This House is so well known that it needs but little description, being central to the principal Mercantile Houses in Market street, the Post Office, Banks, and public places in Chestnut street.

The Proprietor solicits the attention of Merchants and Travelers to his establishment, and rests his claims to their patronage, on his efforts for their comfort and accommodation.
March 9—1mo.

THE subscriber has the honor of informing the Ladies and Gentlemen of the city of Pittsburgh and its vicinity, that he intends opening a Riding School, for the summer season, on the first of April, when a suitable house will be erected for that purpose. The undersigned flatters himself, that from his perfect knowledge of horsemanship, he will be able to give general satisfaction. Terms to be made known at the office of Charles Von Bonhorst, Esq., in the Diamond, where the subscriber will be found every afternoon from four o'clock till sundown. Gentlemen who are much engaged, can take their lessons at six o'clock in the morning.

The undersigned has likewise the honor of informing the Ladies and Gentlemen that he will continue giving lessons in the French and German languages. CHARLES UNRUH.
Pittsburgh, March 9, 1832.

Edgeworth Ladies' Boarding School,

BRADDOCKSFIED, NEAR PITTSBURGH,

Will recommence its engagements on the first Monday of October next.

THE increased and increasing approbation given to this institution cannot fail to produce a corresponding zeal and energy, and a desire to secure a settled good opinion. At this time very many additions have been made, for the convenience, comfort, and well doing of the pupils.—In so large a field as is open for education, understood in its true and extensive sense, there must be room for continual culture. Unabated will be the effort to do the utmost possible to meet so responsible a charge as the care of youth, and to this effort will be added the aid experience brings.—With little observation, in every succeeding month, somewhat is seen to revise and improve.

Edgeworth Seminary has been now of several years standing, and, disclaiming all egotism, it is only the fact to say that experience enables it to offer rather an increase than a diminution of means to give satisfaction.

The health enjoyed by the inmates, and beauty of situation of Braddocksfield Mansion, are well known to visiters, but for information of strangers, it is necessary to state, that in both particulars terms too flattering cannot easily be used.

To instruct, coercive means are not employed—reference is made to the heart as well as the head. Pains are taken to inculcate, that to be great, it is an indispensable to be virtuous; and as the worth of knowledge is only to be estimated by its tendency to right action, the study of every branch, and the proportion of time given to it, will be made subservient and tributary to useful moral and religious improvement.

Sabbath day engagements must not be interrupted unnecessarily. Pupils living at a distance, or from any cause, disposed to make Braddocksfield, during the vacation, their home, are invited to do so, and no additional charge is made.

TERMS.

Admission, Tuition in English branches, viz:—Reading, Writing, Grammar, Composition, Arithmetic, Geography, and Astronomy, with use of Globes, Natural Philosophy, Chemistry, and History; also Plain and Ornamental Needle Work, - - *per annum*, $130
Tuition in Music, - - - - 40
Drawing, Pencil, Crayon, and Water Colors, - 24
Oil Painting, - - - - 40
French, - - - - 20

Pupils engaging in all the studies, the total charge does not exceed two hundred dollars a year. Payment three months in advance.

M. OLVER.
September 13, 1831.

JOB PRINTING

EXECUTED, with neatness and despatch, at the Office of the PITTSBURGH GAZETTE. April 26

FIRE AND MARINE INSURANCE CO. of Wheeling.

THE Fire and Marine Insurance Company of Wheeling, incorporated by the Legislature of Virginia, is duly organised and prepared to take both Fire and Marine risks on the customary terms. Officers for the current year:

JAMES H. FORSYTH, *President.*

Moses W. Chapline, George Dulty,
Marcus Wilson, Henry Moore,
William Lambdin, Thomas Hughes,
William B. Tyson, Ebenezer Zane,
Directors.

M. Nelson, *Sec'y.* Jan. 17.—tf.

FORT PITT GLASS WORKS,—The subscribers respectfully inform their friends and the public in general, that they have the above works in their hands, and will continue the Manufactory of

FLINT GLASS, CUT AND PLAIN,

Of various descriptions and patterns: and have appointed L. & P. PETERSON, (corner of Market and Front Streets,) Agents to dispose of the same—where a general assortment will always be kept on hand. Merchants and others will be furnished on accommodating terms.

All orders left with our agents will be thankfully received and promptly executed.

R. B. CURLING & SONS.
September 18 1829.—tf.

30 DOLLARS REWARD.—Ran away from the subscribers, on Sunday the 16th ultimo, DANIEL M'CARTNEY, an indented apprentice to the Coppersmith Business. He is 19 years of age, about 5 feet 9 or 10 inches high, dark hair, blue eyes, and rather fair complexion. He took with him a blue tight-bodied coat, partly worn, with gilt buttons; one pair new black mixed cassinet pantaloons, and one pair of black worsted or bombazine ditto; one light blue cassinet waistcoat; one striped swansdown ditto, and a new pair of pegged bootees, together with other clothes not recollected. He has a brother living in Mobile, (engineer on the steam boat Isabella,) and has often said he would like to go there. He has been much in the habit of reading plays, and frequently associated with play actors: in all probability his object is to join with some *traveling players.*

The above reward will be given to any person who will apprehend and secure the said apprentice so that the subscribers may get him again. The public are cautioned against harboring him, under the penalty of the law.

L. & P. PETERSON.
Pittsburgh, Nov. 8, 1831.—tf

COACH TRIMMER & BLACKSMITH WANTED.—The subscriber wishes to employ a Coach Trimmer, and a Blacksmith acquainted with carriage work. To sober, industrious workmen, masters of the above branches, good wages and constant employment will be given. For further particulars inquire at the office of the Pittsburgh Gazette. JAMES S. WHYTE.
Columbus, Ohio, Sept. 27, 1831.—tf.

LEADEN PIPE.

I HAVE commenced the manufacture of LEADEN PIPE, and will furnish and lay the same, at the most reasonable rate. Any quantity required, warranted to be of the best quality, will be furnished at the shortest notice. JOHN SHERIFF.
Nov. 28, 1828.—tf.

PLAYING CARDS, by the Gross, Dozen, or Single Pack, consisting of Eagle, Henry Eighth, Merry Andrew, &c. Also, very superior Real Havannah Segars: together with Books and Engravings. For sale by S. J. SYLVESTER, 16 Exchange Buildings. Nov. 29.

IN addition to the usual attractions of the Pennsylvania Museum, a SPLENDID COSMORAMA has just been fitted up, containing Views of various Cities, Public Buildings, &c. in Europe and America. Oct 4

FINDLAY & MADEIRA

HAVE REMOVED their Wholesale and Retail Drug Store, to the corner of Front and Market streets. Jan 21—tf

The American Fire Insurance Co.

OF PHILADELPHIA,

DAILY make Insurance against loss or damage by FIRE, on Houses & Merchandise, Job Bacon, Secretary, No. 101 Chesnut street Philadelphia. GEO. COCHRAN, Ag't,
Sept. 25—tf *No. 108 Second street, Pittsburgh.*

25 CASES FUR HATS—for sale by M. ATWOOD, corner of Wood and Front streets. Dec. 2—tf.

FOR SALE.

THE Subscribers, Assignees of Thos. Fink, offer for sale the following property, situated in Pipe Town.—1 Steam Engine; 1 Rack Lathe, and Furniture; 1 Boring Mill, and Furniture; 1 Vice; 1 Circular Saw; 1 Crane, and Appurtenances; 1 Lot of Cast Iron; 3 Grind-stones, and Pulleys; 1 Lot of Boring Heads; 1 do. do. Patterns; 1 Set Engine Patterns. Also, the lease of a certain Lot, near the Engine House, and Stack of Chimneys. Also, a quantity of House Furniture—Tables, Chairs, Bureaus, Looking Glasses, Carpeting, &c.

All the above articles will be sold at *private* sale, on or before the second day of April next, and if not sold at private sale by that day, then they will be sold at public outcry, to the highest bidder, on Saturday, the 7th of April, at 10 o'clock, A. M., on the premises.

THOMAS SAMPLE, } *Assignees*
JOHN LEECH, }
Dec. 27, 1831.—tf

TO LET,

THE HOUSE in Wood street, near the corner of Fourth, now occupied by Hamilton Stewart. Enquire of WILLIAM HAYS.
February 3, 1832.—tf

CO-PARTNERSHIP.

THE undersigned have formed a connection with Mr. *Wm. Riddle*, of Pittsburgh, Pa., and Mr. *P. H. Goodwyn*, of Florence, Ala. in the business heretofore conducted by them, and which will still be carried on under the style of FORSYTH & Co.

They will continue to transact a General Agency and Commission Business, and attend particularly to the *Receiving and Forwarding of Goods.*

To the former friends and customers of the House, they would return their grateful acknowledgements, with the hope, that a prompt and faithful attention to business, will procure for the present concern, a continuance of their patronage.

FORSYTH & Co.
Louisville, Jan. 1, 1832.—[Feb. 3, 1832.—3m]

RECEIVED, per Steam Boat Amulet, and for sale by DOBBIN & IRWIN, 16 Packs *BUFFALO ROBES;* 150,000 Common Cigars.
Pittsburgh, Feb. 14, 1832.—tf

Kensington Rolling Mill.

S. & R. LEONARD have associated with them A. M'N. SEMPLE. The business in future will be conducted under the firm of LEONARD, SEMPLE & LEONARD; at the above place, on the Monongahela River, above Suke's Run.

The agency of W. H. Hays is discontinued.

LEONARD, SEMPLE & LEONARD intend making and constantly keeping on hand the following kinds of IRON, of the neatest and best quality, which they offer on accommodating terms:

1d. 2d. 3d. 4d. 5d. 6d. 8d. and 10d- Hoop,
Round and Square, from 1-4 in. to 3, in.
Nail, Chain, Deck, and Spike Rods,
Tire and Flat Iron,—all sizes.
Pittsburgh, May 21, 1829—tf.

HOLDERS OF NOTES on the Westmoreland Bank of Greensburgh, will find it to their advantage to call at this office. The highest price will be paid for this paper, if presented immediately. GEORGE A COOK,
Lottery and Exchange Broker, No. 68 Wood str't.
August 30, 1831

Domestic Woollen Goods.

CLOTHS, CASSINETTS, AND FLANNELS, of various colors and qualities: Just received from the manufactures, and for sale by the piece or package, on accommodationg terms, by

COCHRAN & IRWIN.

ALSO, COTTON GOODS, viz:—Tickings, Plaids, Checks, and an assortment of Cotton Yarn. September 9.

JOHNSTON & STOCKTON,

Booksellers, Printers, Book-Binders and Paper Manufacturers.

No. 37, Market Street, Pittsburgh
March 14.—tf.

PUBLIC NOTICE IS HEREBY GIVEN That the Notes, Book Accounts, and all other property of Robert Patterson and J. H Lambdin, late Stationers and Paper Manufacturers, trading under the firm of R. Patterson & Lambdin, have been assigned to the subscribers this day, for the benefit of creditors.

HENRY HOLDSHIP,
C. ANSHUTZ,
MARTIN RAHM.
Pittsburgh, Sept. 22, 1823—tf

VALUABLE PROPERTY FOR SALE.

THE Subscriber offers for sale the farm on which he lives, in Washington county, on Pigeon creek, one mile south of Williamsport, on the Monongahela river, to which there is a perfectly level road. This farm contains near 400 acres, the greater part of which is first rate land. There is on the premises a Brick Dwelling House, a Merchant mill, in good repair, a new saw mill, a stone still house, 35 by 40 feet; a salt works is also in operation, and worked to advantage; about 150 acres of land cleared and under good fence. There is on the premises three small tenements for the accommodation of families. This tract is well timbered, and abounds with stone coal and springs of water, both of the best quality.

To a person wishing to embark in a manufacturing business, and possessing capital, this would be a very desirable situation, having the advantage of both water power from Pigeon creek, and banks of the very best coal near to the works, and easy of access, and its vicinity to so navigable a river, where articles of any kind are so cheaply transported to Pittsburgh.

For further particulars, apply to James P. Stuart, Merchant, Wood street, Pittsburgh, or to the subscriber on the premises.

Dec. 16—tf. ROB'T. M'FARLAND.

30 CASKS superior Sugar-house Molasses;
400 Missouri Hides;
10 quarter Casks Malaga Wine;
20 hhds. N. O. Sugar;
50 boxes smoked Herring;
100 do. Cincinnati Soap;
Received by late arrivals, and for sale by
H. MAC SHANE,
Feb. 14—tf. 76 Front street.

FOR SALE,

FIVE Shares of Allegheny Bridge stock. If not sold at private sale before the 26th of March, inst., it will be, on that day, at 11 o'clock, A. M., sold at public outcry, at the Court House, in this city. Apply to the subscribers.

JOHN SAMPLE,
WM. DIEHL.
March 2, 1832.—t26M

THOMAS ANDERSON & CO.

Auctioneers and Commission Merchants,

LOUISVILLE, KY.

Refer to M'KEE, CLARKE & Co. }
JAS. ADAMS, JR. & Co. } Pittsburgh.
HAMILTON STEWART, }

STORAGE & FORWARDING.—Thomas Anderson & Co. have extensive warehouses, and are prepared to Receive and Forward Merchandise, in any direction required
May 14, 1830.—tf.

NOTICE.

CHRIS'R MAGEE having taken his nephew, C. L. MAGEE, into partnership, the public are respectfully informed that the business heretofore conducted by him will be continued under the firm of C. & C. L. MAGEE, at the old stand, No. 40 Market street, between Second and Third streets, where they will keep a constant supply of HATS, of the first rate workmanship, and of the newest fashion, which they will dispose of on the most reasonable terms.

CHRIS'R MAGEE,
C. L. MAGEE.
Pittsburgh, May 10, 1831—tf

NOTICE IS HEREBY GIVEN.

THAT the Charter of the Pittsburgh Manufacturing Association being about to expire, it is intended to close its affairs as soon as possible. All persons indebted to the Institution are required to make immediate payment to George Cochran of Rd. Agent of the Association, and all persons having claims against it, are requested to present the same for settlement.

B. BAKEWELL,
THOMAS HAZLETON,
WM. PORTER,
THOMAS FAIRMAN,
JOHN SPEAR,
Com'tee for closing the Affairs of the Association.
Pittsburgh, Feb. 9, 1830.—tf.

To Millers, and others engaged in the manufacture of Flour.

FOR SALE—The New, Allegheny Flour Steam Grist Mill, of two run of French Burr Stones, and two Bolting Chests, equally adapted either to Merchant or Country Work: situated about 50 yards from the Canal, on an extensive lot, where all necessary buildings can be erected: in a thriving port of the town, where a considerable business in the above line can be done. For particulars, apply on the premises. Possession will be given on or before the first of April.
Feb. 3, 1832.—2wtfA

DOBBIN & IRWIN have in store, and offer for sale, on accommodating terms,

250 bags Havana Coffee;
260 do. Rio do.
60 hhds. New Orleans Sugar;
100 bbls. No. 3 Mackerel;
50 do. do. 2 do.
30 do. No. 1 Shad;
5 do. Salmon;
150 tubs No. 2 Mackerel;
20 do. do. 1 Salmon;
600 dry Spanish Hides;
10 boxes best Ky. Tobacco;
20 kegs do. do. do.
23 doz. Painted Buckets;
35 hhds. Tobacco;
10 boxes Havana Sugar;
3 tons Log Wood;
100 bags Turk's Island Salt;
10 bbls. Water Lime;
50 crates Queensware.
Dec. 30.—tf.

☞ *PLOWMAN'S PRINTING INK*

PLOWMAN'S Superior PRINTING INK, for fall use, in kegs containing 24 lbs., for sale by HOGAN & Co., Corner of Front and Market streets. Pittsburgh, Sept. 10.—tf.

ONLY 25 CENTS.

LEE'S UNPARALLELED ANTI-BILIOUS PILLS, price 25 and 50 cents per box—famous for the cure of Bilious and other destructive fevers, obstinate obstructions of the stomach and bowels, giddiness, sickness of the stomach, removing colds, costiveness, &c. &c.

Dear Sir—Having made use of the various Pills in my family, offered to the public for the past five years, and having found your celebrated Anti-Bilious Pills the most efficacious in cleansing the stomach and bowels, removing head-aches, sick stomach, and having used them for several years past, I can have no hesitation in stating, that I believe them, as represented, a most valuable Family Medicine. JACOB SMALL,
Mayor of the city of Philadelphia.

To Mr. Noah Ridgely.

CAUTION.—Please ask for Lee's Anti-Bilious Pills, prepared by Noah Ridgely—and see that his name is on the outside wrapper—no other are genuine. None of Lee's medicines are genuine without the name of Noah Ridgely on them.

Twenty years.—LEE'S ELIXIR has for twenty years, been a most successful medicine, for the cure of colds, coughs, spitting of blood, asthma, consumptions, and other complaints of the lungs and breast, as many of our citizens have certified.

To Mr. Noah Ridgely, of Baltimore.

Dear Sir—I was attacked with a most violent cold, a severe cough, and pains in the breast, which continued to grow worse, during which my appetite failed and my voice altered so much, that it was with the utmost exertions I could pronounce a single sentence louder than breath. I bought and used one phial of your valuable Elixir, which restored me to perfect health. Yours, with respect. J. A. SMITH,
Market street, Fell's Point.

Lee's Worm Lozenges, a certain and powerful remedy for destroying all kinds of worms.

Wonderful Tape Worm! A part of a tape worm passed by a lady 40 years old, which measures 3 feet long, and contains three hundred joints. This worm, with two round worms 13 to 15 inches long, and three fourths of an inch round, expelled from a child not five years old, by the use of Lee's Lozenges, are now to be seen at Lee's Family Medicine Dispensary, No. 63, Hanover street, Baltimore.

Lee's Nervous Cordial, an excellent medicine for all nervous affections, weakness, pain in the loins, back, &c.

Lee's Essence of Mustard! No remedy ever excelled this in curing rheumatism, sprains, bruises, frosted feet, &c.

Lee's Ague and Fever Drops, a never failing cure.

Sir—You are at full liberty to use my name in recommending your Lee's infallible Ague and Fever Drops, as, from repeated trials of them in my family, I have always found those Drops to be truly an infallible medicine, never failing to produce a speedy and effectual cure. Yours, respectfully, MICHAEL WARNER.

To Mr. Noah Ridgely.

Lee's Sovereign Ointment, warranted to cure the ITCH by one application.

Lee's Genuine Persian Lotion, An excellent medicine for curing tetters, ringworms, prickly heat, &c.

Lee's Indian Vegetable Specific, an effectual cure for the Venereal and Gonorrhœa.

Lee's Tooth-Ache Drops, which give immediate relief.

Lee's Tooth Powder, which cleanses and beautifies the teeth.

Lee's Eye Water, a certain cure for sore eyes.

Lee's Anodyne Elixir, for the cure of head-aches.

Lee's Corn Plaster, for removing and destroying corns.

Hundreds of cases of cures performed by the above truly valuable medicines could be given, did the limits of a newspaper admit of it.

☞ The above highly approved medicines are sold by appointment, by B. A. FAHNESTOCK and CHAS. AVERY & CO., Pittsburgh, who have just received a fresh supply from Baltimore.
November 4—tf

FOR THE CURE OF THE TOOTH-ACHE.—The subscribers, having united in the purchase of all Dr. Thomas White's right, (as expressed in his Letters Patent, obtained of the United States, on the 29th July, 1829,) to make and sell the said White's Celebrated Tooth-Ache Drops, in the county of Allegheny, are prepared to supply the city and county with any quantity of said Drops, and warrant them *genuine.*—Sold at Retail, by E. HALE, Surgeon Dentist, at his office, No 70 Fourth street; Wholesale, by JOHN HANNEN & Co., corner of Market and Liberty streets, Pittsburgh.

E. HALE, Dentist,
J. HANNEN, Druggist.

☞ The subscriber, in his practice as a Dentist, having successfully and to a considerable extent used "Doctor T. White's Vegetable Tooth Ache Drops," can recommend them, when *genuine*, as superior to any other remedy now in use. If obtained of the subscriber, a *cure* is *guarantied.*

A certificate of the Patentee may be seen at the office of the subscriber, No. 70 Fourth street, near Wood; where all Dental operations will be performed to the satisfaction of the patient, or no charges required.

E. HALE, Surgeon Dentist.
April 15—tf

TO LET,

THREE LARGE ROOMS, suitable for Library Rooms, School Rooms, Printing Office, or any similar purpose. Enquire of
JAMES R. SPEER,
No. 130 Wood street.
February, 21, 1832.—tfA

FANCY LAMPS,

PLATED CASTERS, &c.

BAKEWELL, PAGE & BAKEWELLS, have just received, direct from the manufactories, and offer for sale, an elegant collection of *Bronze* and *Or Moulu, Astral* and *Mantel Lamps*, from ten to thirty dollars per pair; PLATED CASTERS, with cut and moulded bottles, silver edges and handles, from two to ten dollars per set: together with their usual extensive assortment of *PLAIN, PREST, and CUT GLASS WARE,*

OF EVERY DESCRIPTION;

Cut and Moulded Smelling and Toilet Bottles; Cut, Prest & Plain Bureau Knobs, &c. &c. &c.
Pittsburgh, December 25, 1829—tf.

EXECUTORS' SALE.—If not sold at private sale, before the month of March, will then be sold at public sale, in the city of Pittsburgh, the following property, part of the residuary estate of James Stokes, deceased.

The Lot, corner of Hand and Penn streets, now in the occupancy of James Speer.

A Lot in the Town of Allegheny.

A Lot, immediately above the aqueduct, containing seven acres.

Sundry Tracts of Land, one Pine creek and Squaw run, Allegheny county.

☞ For further particulars, apply at the Exchange, to W. H. Stokes.

C. M. STOKES, }
W. H. STOKES, } *Executors.*
C. P. WAYNE, }
January 31, 1832.—tf

CO-PARTNERSHIP.

THE Undersigned have associated themselves under the firm of CASSAT & HUTCHISON, for the purpose of transacting a Commission, Forwarding, and Grocery Business, in this place. They have taken the Warehouse, No. 8, Market street, recently occupied by Messrs. James Adams, Jr. & Co., and are prepared to attend to any business they may be intrusted with.

ROBERT S. CASSAT,
BENJAMIN HUTCHISON.
February 7.—tf

RECORDING REGULATOR'S OFFICE—The subscriber has removed his office to No. 33 St. Clair street, near the Allegheny Bridge. City and Country SURVEYING attended to as usual. JEAN BARBEAU.

N. B. Maps of Pittsburgh and its Environs, for sale at this office. Nov 15

CIRCULAR.—The subscribers beg leave to inform their friends and the public generally, that they have associated together for the purpose of transacting a general FORWARDING AND COMMISSION BUSINESS, under the firm of

LITTLE & HAYS.

and have taken that commodious brick warehouse, Nos. 3 & 5 Market st't, where they are prepared to receive any consignments directed to their care. As they neither have nor intend having any interest or agency in any boats, correspondents may depend on having their goods forwarded without delay, unless otherwise directed.

They will be constantly supplied with a general assortment of *Pittsburgh Manufactured Articles*, which will be furnished at manufacturers' prices.

Orders and Consignments thankfully received and punctually attended to.

WILLIAM LITTLE,
ROBERT S. HAYS.
Pittsburgh, June 10, 1831—tf

FOR SALE,

A TEN ACRE LOT, near East Liberty, on which are erected a Two Story Frame Dwelling House, Stable, Wagon House, &c. &c., and a well of excellent water near the back door. A thriving young Orchard of choice Fruit Trees; consisting of Apple, Pear, Peach, Plum, Cherry, &c. Likewise Gooseberry and Currant Bushes. The land is of good quality, and well adapted to early gardening: it joins John Beitler's lot. It will be sold low for cash, as the subscriber wants to move from this State.

☞ Possession will be given on the first of April next, or the middle of March, if required.—Apply on the premises to JAMES JONES.
January 6.—3mo.

GROCERIES,

NUMBER EIGHT MARKET STREET.

CASSAT & HUTCHISON respectfully inform their friends and the public generally, that they are now receiving, and offer for sale, a choice selection of Groceries, consisting in part of

Young Hyson, Gunpowder, and Imperial Teas;
Prime Green, and Java Coffee;
Pepper, Alspice, Cloves and Nutmegs;
Loaf and Lump Sugar;
Bengal and S. F. Indigo;
Madder, Ginger, Rice, &c.;
Box Raisins and Figs;
Prime Havanna Cigars;
Madeira, Port, Lisbon, Teneriffe, and Malaga Wines;
Brandy, Holland Gin, Jamaica Spirits, &c.;
A few dozen very fine Johannisberg, Hermitage and Champaigne Wines.

All of which they will sell on the most reasonable terms, either wholesale or retail.

Having made arrangements for a constant supply, they respectfully solicit country merchants and others to favor them with a call.
Feb. 17—tf.

New Hardware Store,

NO. 66 WOOD STREET.

PITTSBURGH.

LOGAN & KENNEDY, having just received an extensive assortment of Hardware, Cutlery, Saddlery, &c., respectfully invite the attention of Merchants, Mechanics, and others.

Also, a well selected assortment of *Union Factory* bench and moulding Planes.
Feb. 21, 1832.—tf

SYLVESTER'S

Lottery & Exchange Office

NEXT DOOR TO THE EXCHANGE, PITTSBURGH.

S. J. SYLVESTER, of New York, has opened an Office as above, for the sale of Lottery Tickets, and transacting all business connected with the Exchange of Notes, Purchasing of Gold, &c. Adventurers in lotteries are requested to make a trial at the new office. They may rely on being served faithfully, punctually, and attentively. The name of Sylvester is well known in connexion with the selling of prizes. There are hundreds of persons in the United States who have been made independent by their purchases from the Sylvesters in Philadelphia and New York Prizes sold at this office will be cashed on favorable terms, or the money may be had at any of the Managers' offices in the Union.

S. J. S. will continue his office in New York; his brother N. Sylvester will attend at Pittsburgh. Orders by mail are solicited, and shall meet with the utmost punctuality. For the information of those remitting, Sylvester begs to state he has special permission to refer to Messrs. Yates & M'Intyre.

☞ A semi-monthly paper will be issued from this office containing the drawn numbers of past, and schemes of the ensuing lotteries, a bank note list, counterfeit detecter, and general information. This paper will be sent *gratis* to all who deal with the proprietors.

Exchange buildings, St. Clair street, Pittsburgh.

☞ The schemes now before the public are unusually splendid. Sylvester will keep tickets in all authorised lotteries, and in great variety. When one or more tickets are ordered, postage *need not be paid.* August 2,—tf.

Pittsburgh Starch Manufactory.

STARCH manufactured at the above establishment, may be had at the store of George Kirkpatrick, No. 8 Diamond Alley, or at either of the following stores—James Park & Co.; Tassey & Church; I. R. Smith & Co.; J. D. Davis, or Gabriel Adams. ALEX. FERGUSON.
June 18.—tf. GEO. KIRKPATRICK.

PIG METAL.

THE Subscribers have just received, per Amulet, a Lot of Pig Metal, which they offer for sale. As they are receiving heavy consignments, they will shortly be enabled to offer to the consumers a regular supply of this article.

RIDDLE, FORSYTH & CO.
Nov. 29.—tf

NOTES of the Dayton Manufacturing and Banking Company are received at this office at 3 per cent. discount.

GEORGE A. COOK,
Lottery and Exchange Broker, No. 68 Wood str't
November 1

JOHN ALEXANDER

Has Removed his Wholesale and Retail

CHEAP CASH STORE,

To his old, well known stand, 65 Market street,

ON which has been erected that splendid and extensive building with the IRON FRONT, where he is now opening, and will keep constantly on hand, a large stock of Staple, and the most splendid stock of Fancy DRY GOODS, ever offered in this city; which will be sold, wholesale or retail, at a small advance for cash.

Also, A large stock of MAHOGANY, at reduced prices. J. A.
August 2, 1831—tf

APPRENTICES.

ON or about the first of April next, we shall want two or three apprentices to the Tin Plate Business. As there will be vacancies at that time, application may be made to the subscribers until that time.

One apprentice to the Coppersmith Business will be taken immediately.

Journeymen Tin Plate Workers will find employment and the highest wages.

L. & P. PETERSON.
Feb. 3, 1832—tfA

MICHIGAN, URBANA, AND SCIOTO BANK NOTES, are received at three per cent disconnt. *Wanted*, Georgia, North and South Carolina Money. Also, Sovereigns, Guineas, Doubloons, &c. GEORGE A. COOK,
Lottery & Exchange Broker, No. 68 Wood street.
September 20

BANK NOTE EXCHANGE.

Chambersburgh Bk.	1	N. Y. State Bks.	2
Poultney's Bk. Md.	1	New England	2
Cohen's	1	Ohio bills gen. under $5	2
Virginia paper	1	Pottsville	2
Camden	1	Wilksbarre	2
New Jersey, gen.	1	Salisbury, Md.	2
New York city, gen.	1	Scioto	3
Delaware	½ to 1	Dayton Man. Co.	3
Maryland, gen.	½ to 1	Urbana Bk.	3
Natchez	5	Michigan	3
Louisiana	5	South Carolina	3
Yeatman, Woods & Comp., payable at Nashville	5	Georgia and N. C.	4
Canton	2	Canada	4
		Susquehannah	5

Wanted: Sovereigns, Guineas, Napoleons, Doubloons, Eagles, Louisd'ors, Ducats, Johannes, and every description of Gold.

GEORGE A. COOK,
Lottery and Exchange Broker, No. 68 Wood str't.
October 11

DOCTOR ROBERT'S

☞ *WELCH MEDICAMENTUM.* ☜

FOR the cure of Dyspepsia, Liver Complaints, Jaundice, Cholic, Fever and Ague, Dysentery, Headach, Loss of Appetite, Flatulence, Hypochondria, Hysterics, Dropsical Complaints, and Heartburn, It also prevents all Bilious disorders, and removes habitual Costiveness, Asthma, Strangury, Gravel, Rheumatism, Gout, and Impurities of the Blood.

A person who uses this Medicamentum will not require the use of the lancet, or any means of the healing art. It restores and revives the animal spirits, invigorates the system, removes nervous tremors, obtunds rheumatic and anthritic pains, and prevents their return. It cleanses the stomach of all morbid humors, which cause indigestion, acidities, headach, and lowness of spirits; cures all bilious disorders, and all cholics of the stomach and bowels, almost immediately; inspires cheerfulness; gives comfort to the dropsical; takes away palpitation of the heart; gives circulation to the blood; restores bloom to the sallow or sickly cheek, and plumpness to the meagre habit; purges without pain, and banishes all cause of fever of every kind. It acts on the stomach, that great reservoir of the human system, a diseased state of which causes all diseases. No alteration in the usual habits of life is required, but the abstaining from distilled ardent spirits.

CERTIFICATE.

From Rev. Derick Lansing, D. D., Pastor of the Second Presbyterian Church in Utica.

UTICA, Jan. 6, 1830.

To Dr. Hitchcock.—Dear Sir: I have always been one of the number of those who have placed little confidence in *nostrums* or *specifics*, and for this reason, although I saw your advertisement of the Welch Medicamentum, I could not bring my mind to consent to use it. My sufferings, from indigestion, during the past summer, were so severe, as materially to affect my comfort, and my capacity for usefulness. I have reason to thank you, sir, that, on hearing of the state of my health, you kindly sent me your Medicamentum. I have taken it faithfully, and with entire success. I have not been visited with one of those turns of distress which before were weekly periodical, since I began to take your valuable medicine. Could I receive the same relief which I have hitherto experienced, on condition of taking it for life, I should cheerfully comply with such condition. Your's, very truly, D. C. LANSING.

☞ Sold by THOMPSON & MILLER, at their Drug Warehouse, No. 81 Wood street, Pittsburgh. Nov. 26—tf.

MILL AND CROSS-CUT SAWS.

THE Subscriber has the satisfaction to say to the public, and his friends, that he has connected with his other business, the manufactory of Mill and Cross Cut Saws; and can furnish supplies to merchants and others: he believes them to be equal to any ever used in the western country—the experience of the workmen employed, with the known good qualities of the steel, justifies him in warranting the article to any who may be disposed to patronize western industry.

Z. PACKARD.
Northern Liberties, Pittsburgh, } tf.
December 9, 1831. }

The undersigned, agent for the Point Saw Mill, in Pittsburgh, takes pleasure in saying, that the Mill Saws, made by Z. Packard, and which are now in use, in his mill, are equal, if not superior, to any he has ever used.

ISAAC WICKERSHAM, Ag't.
Pittsburgh, Dec. 21, 1831.

HOLDERS of Sovereigns, Guineas, and every description of GOLD, can obtain the very highest prices, by applying at this office.—Every description of paper discounted at reduced rates. GEORGE A COOK,
Exchange Broker, No. 68 Wood street, Pittsburgh. October 21, 1831.—tf.

New Establishment!!!

THE subscribers would respectfully inform their friends, and the public generally, that they have opened a Wholesale

Dry Goods and Fur Store!

AT NO. 90 WOOD STREET,

between Fifth street and Diamond alley, under the firm of

M. E. MOEHRING & BROTHER;

where they intend keeping constantly on hand, a general assortment of *Staple and Fancy Articles*, mostly of their own importation from Europe.—Also, all kinds of HATTERS' FURS, LEATHERS, AND TRIMMINGS, which they will sell at wholesale on liberal terms.

☞ Being engaged in the Shipping Trade to Europe, they will purchase Furs and Deer Skins, for which they will pay the highest cash price, and will take in trade, Produce, suitable for the Eastern Market, such as Feathers, Bees-wax, Rags, and Wool. City and Country Merchants are respectfully invited to call.

MORITZ E. MOEHRING.
MOSES L. MOEHRING.

☞ Country Merchants will find good sale for Wool Hats, either for cash, or in exchange for goods. Pittsburgh, Feb. 28, 1832.—3mo.

40 HOGSHEADS LEAF TOBACCO;
100 bbls. LOAF SUGAR;
20 hhds. N. O. SUGAR;
250 bbls. Fresh MACKEREL, Nos. 1, 2, & 3;
100 bags COFFEE;
For sale by COCHRAN & IRWIN,
Feb. 17—tf Nos. 108 and 110 Second street.

TO BE LET.

I WISH to dispose of the unexpired Lease (2 years from the first of April next) of the house which I now occupy, No. 138 Liberty street. This house is large, and completely finished—from the cellar to the garret—and, from its central situation, is well calculated for a Boarding House. The large Store Room and Cellar in front, will be let with the dwelling, if required.

☞ Possession will be given on the first of April, or sooner, to a person who would accommodate a few genteel boarders. For further particulars, apply to WM. B. FOSTER.
January 20, 1832.—tf

50 Hogsheads Kentucky Leaf Tobacco;
65 do New Orleans Sugar;
50 boxes Cavendish Tobacco.
Received per late arrivals, and for sale by
RIDDLE, FORSYTH & Co.
March 9.